

PORSF

11.3.12.1 V57

08/12/2008

CITY OF PORTLAND

**PORTLAND DEVELOPMENT
COMMISSION**

FORMERLY OWNED PROPERTY

BRAND-S LUMBER SITE

**PARCELS: 739100180; R961120410 &
R961120990**

USEPA SF



1347834

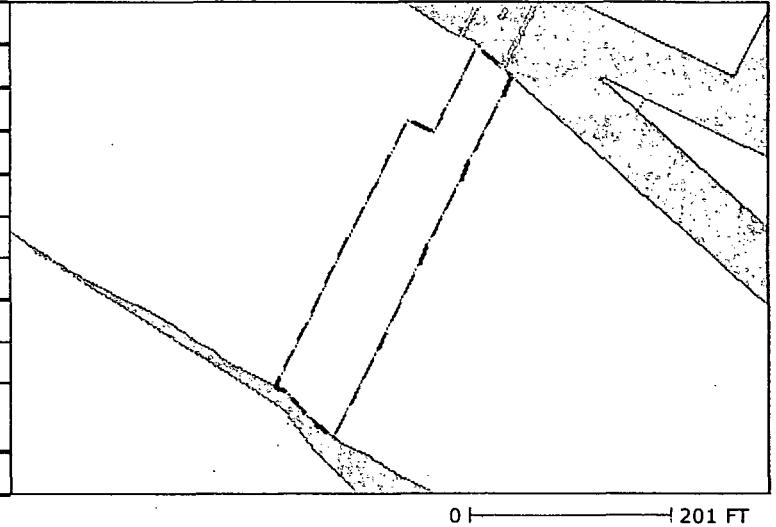
0046639
COP/EPA 104(e)

PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)
NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND
[Explorer](#) | **[Property](#)** | [Maps](#) | [Crime](#) | [Census](#) | [Transportation](#)
[Summary](#) | **[Assessor](#)** | [Permits/Cases](#) | [Block](#) | [Schools](#) | [Parks](#) | [Businesses](#) | [CIPs](#) | [Development](#) | [Stormwater Incentives](#) | [Noise](#) | [Storage Tank](#)

General Information

| | |
|----------------------|--------------------------------|
| Property ID | R263873 |
| County | MULTNOMAH |
| State ID | 1N1W12CA 100 |
| Alt Account # | R739100180 |
| Map Number | 2221 OLD |
| Site Info | |
| Site Address | BRADFORD & N RICHMOND AVE |
| City/State/Zip | PORTLAND OR 97203 |
| Owner Info (Privacy) | |
| Owner(s) Name | METRO ATTN PROPERTY MANAGER |
| Owner Address | 600 NE GRAND AVE |
| City/State/Zip | PORTLAND OR 97232-2799 |



Property Description

| | | | |
|---------------|-------------------------------|------|---------------------------------|
| Tax Roll | ST JOHNS, BLOCK 1 TL 100 | Use | VACANT LAND |
| Lot | Block 1 TL 100 | | |
| Tax Districts | | | |
| 101 | PORT OF PORTLAND | 130 | CITY OF PORTLAND |
| 130L | CITY OF PORTLAND CHILDREN LOP | 130M | CITY OF PORTLAND PARKS LOP |
| 143 | METRO | 164 | EAST MULT SOIL/WATER |
| 170 | MULTNOMAH COUNTY | 170L | MULT CO LIBRARY LOCAL OPT TAX |
| 171 | URBAN RENEWAL PORTLAND | 173 | URB REN SPECIAL LEVY - PORTLAND |
| 198 | TRI-MET TRANSPORTATION | 304 | MULTNOMAH CO ESD |
| 309 | PORTLAND COMM COLLEGE | 311 | PORTLAND SCHOOL DIST #1 |

Deed Information

| Sale Date | Type | Instrument | Sale Price |
|-----------|---------------------|------------|------------|
| | BARGAIN & SALE DEED | 00094874 | \$0.00 |

Land Information

| Type | Acres | SQFT |
|------------------------------|--------|--------|
| CONVERTED COMMERCIAL SEGMENT | 0.8000 | 35,007 |

Improvement Information

| | | |
|--------------------|-----------------------------|---------------------------|
| Improvement Type | Calculated Yard Improvement | 0046640 COP/EPA 104(e) |
| Improvement Value | \$6,160.00 | |
| Room Descriptions | | |
| Building Class | | |
| Actual Year Built | | Effective Year Built |
| Number of Segments | 2 | Construction Style |
| Foundation Type | | Interior Finish |
| Roof Style | | Roof Cover Type |

| Flooring Type | | Heating/AC Type |
|---------------------|-------|-----------------|
| Plumbing | | Fireplace Type |
| Improvement Details | | |
| # Segment Type | Class | Total Area |
| 1 Surface Parking | 1 | 10,000 |
| 2 Fence | 2 | 0 |

Tax History

| Year | Property Tax | Total Tax |
|------|--------------|-----------|
| 2007 | \$0.00 | \$0.00 |
| 2006 | \$0.00 | \$0.00 |
| 2005 | \$0.00 | \$0.00 |
| 2004 | \$0.00 | \$0.00 |
| 2003 | \$0.00 | \$0.00 |
| 2002 | \$0.00 | \$0.00 |
| 2001 | \$0.00 | \$0.00 |
| 2000 | \$0.00 | \$0.00 |
| 1999 | \$0.00 | \$0.00 |
| 1998 | \$0.00 | \$0.00 |
| 1997 | \$0.00 | \$0.00 |

Assessment History

| Year | Improvements | Land | Special Mkt/Use | Real Market | Exemptions | Assessed |
|------|--------------|--------------|-----------------|--------------|--------------|----------|
| 2007 | \$6,160.00 | \$148,700.00 | \$0.00 | \$154,860.00 | \$154,860.00 | \$0.00 |
| 2006 | \$6,160.00 | \$148,700.00 | \$0.00 | \$154,860.00 | \$154,860.00 | \$0.00 |
| 2005 | \$6,160.00 | \$137,680.00 | \$0.00 | \$143,840.00 | \$143,840.00 | \$0.00 |
| 2004 | \$5,600.00 | \$125,170.00 | \$0.00 | \$130,770.00 | \$130,770.00 | \$0.00 |
| 2003 | \$5,600.00 | \$125,170.00 | \$0.00 | \$130,770.00 | \$130,770.00 | \$0.00 |
| 2002 | \$5,600.00 | \$122,710.00 | \$0.00 | \$128,310.00 | \$128,310.00 | \$0.00 |
| 2001 | \$5,600.00 | \$111,560.00 | \$0.00 | \$117,160.00 | \$117,160.00 | \$0.00 |
| 2000 | \$5,600.00 | \$89,960.00 | \$0.00 | \$95,560.00 | \$95,560.00 | \$0.00 |
| 1999 | \$5,600.00 | \$75,600.00 | \$0.00 | \$81,200.00 | \$81,200.00 | \$0.00 |
| 1998 | \$4,700.00 | \$64,100.00 | \$0.00 | \$68,800.00 | \$68,800.00 | \$0.00 |
| 1997 | \$4,500.00 | \$61,000.00 | \$0.00 | \$65,500.00 | \$65,500.00 | \$0.00 |

City of Portland, Corporate GIS

Assessor Data Updated 7/28/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

Address | Mapping | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)PortlandMaps © 2008 [City of Portland, Oregon](#)

0046641
COP/EPA 104(e)

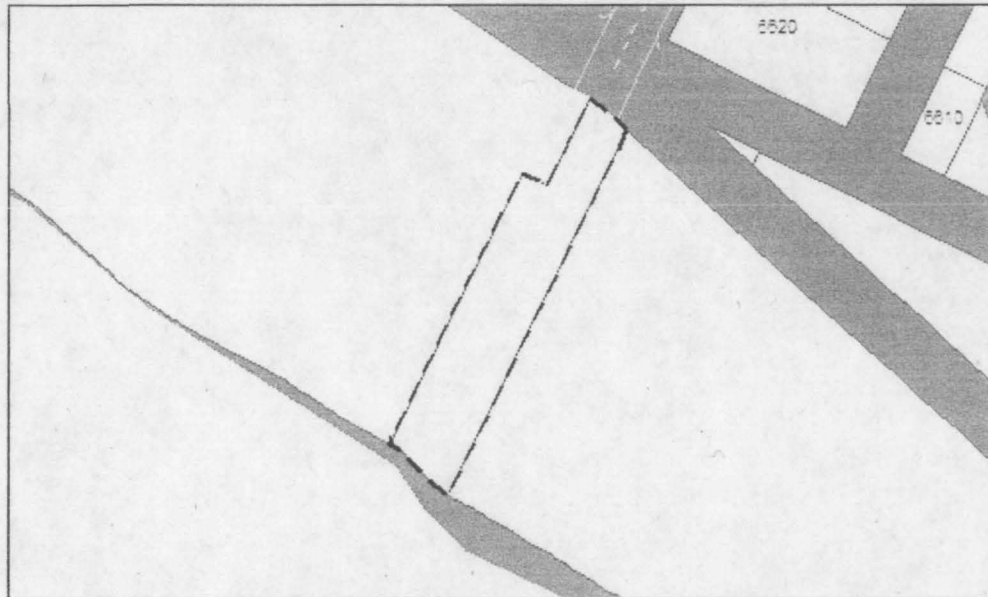
PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)

NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND

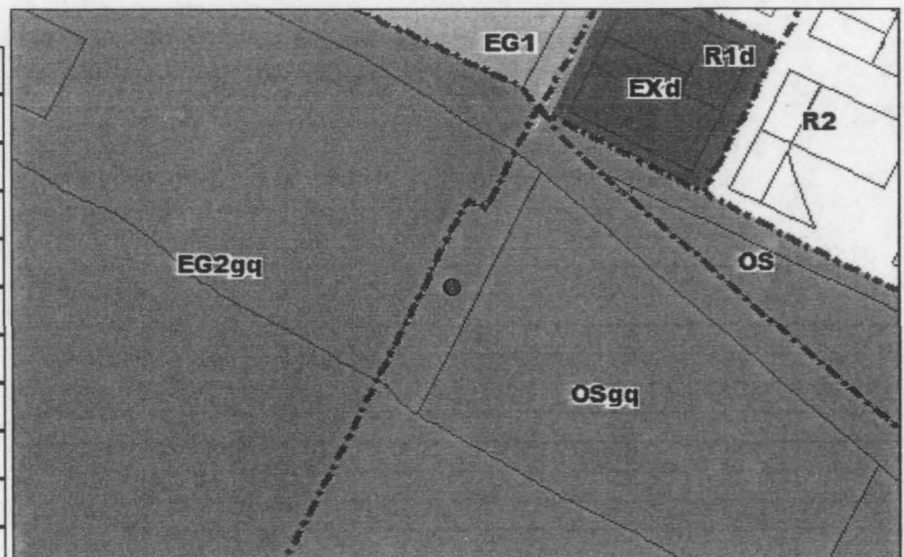
[Explorer](#) | [Property](#) | **[Maps](#)** | [Crime](#) | [Census](#) | [Transportation](#)
[Summary](#) | [Elevation](#) | [Garbage](#) | [Hazard](#) | [Natural Resources](#) | [Photo](#) | [Property](#) | [Water](#) | [Sewer](#) | [Tax Map](#) | [UGB](#) | [Watershed](#) | [Zip Code](#) | [Zoning](#)

Property & Location



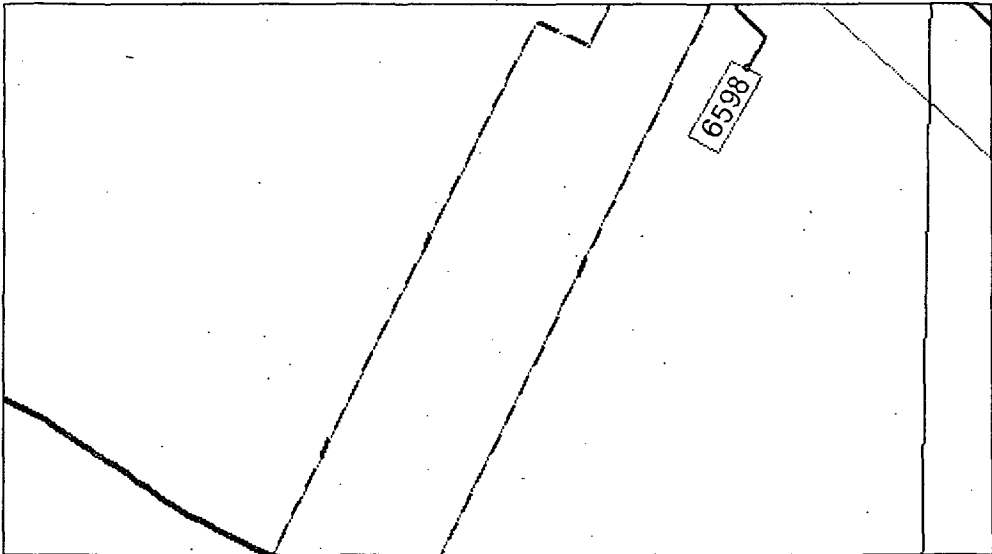
Zoning

| Property | |
|------------------------|------------|
| Zone | OS |
| Description | Open Space |
| Overlay | g, q |
| Comp Plan | OS |
| Comp Plan Overlay | |
| Historic District | |
| Conservation District | |
| Plan District | |
| NRMP District | |
| Urban Renewal District | n/a |
| Zoning Map | 2221 |

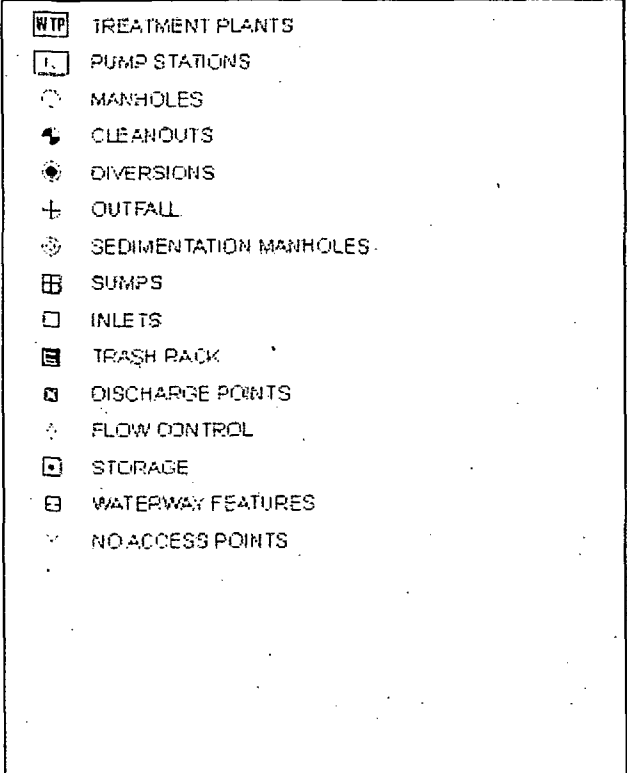
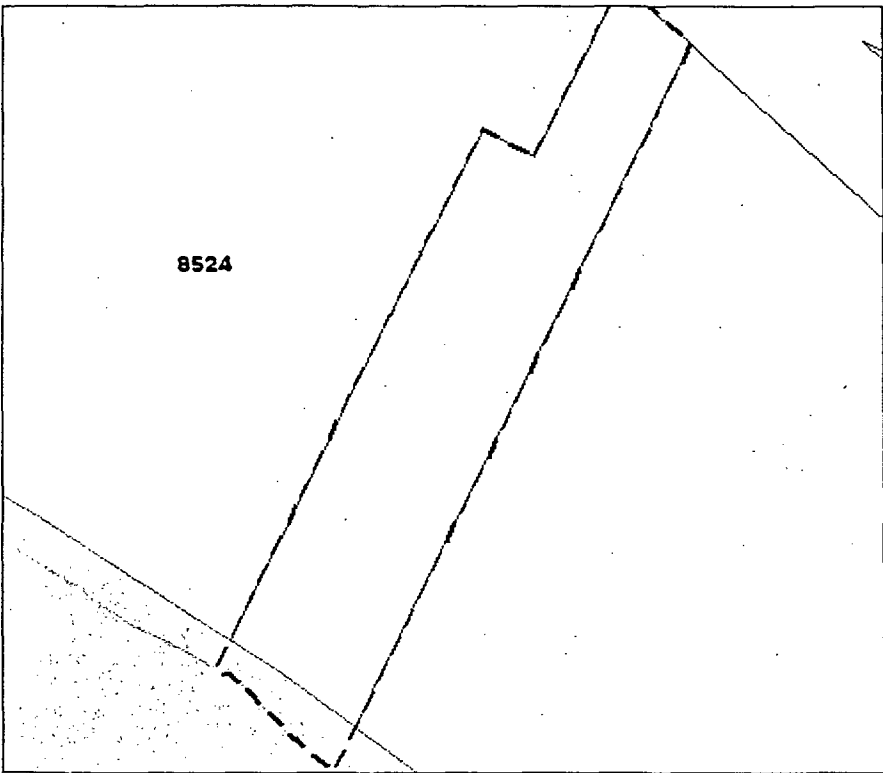


0046642
COP/EPA 104(e)

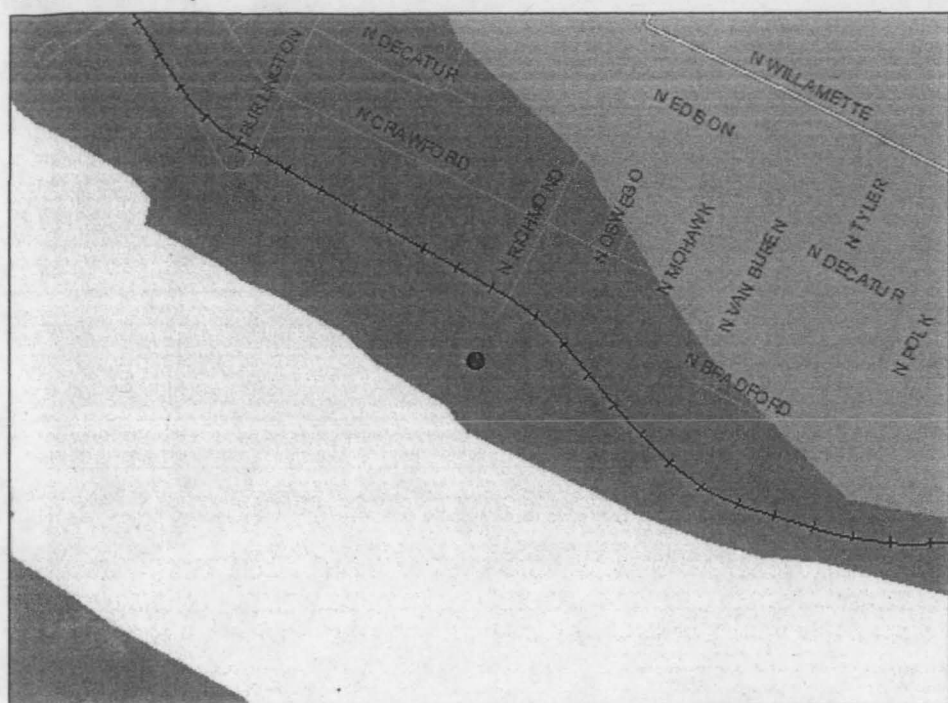
Water Utilities



Sewer System



Elevation Map



100' ELEVATION MAP

- Less than 100'
- 100' to 200'
- 200' to 300'
- 300' to 400'
- 400' to 500'
- 500' to 600'
- 600' to 700'
- 700' to 800'
- 800' to 900'
- 900' to 1000'
- 1000' to 1100'
- 1100' to 1200'
- 1200' to 1300'
- 1300' to 1400'
- 1400' to 1500'
- >= 1500'

0046644
COP/EPA 104(e)

Aerial Photo (2007)



City of Portland, Corporate GIS

8/12/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

[Address](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)

PortlandMaps © 2008 City of Portland, Oregon

0046645
COP/EPA 104(e)

PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)**NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND**[Explorer](#) | [Property](#) | **[Maps](#)** | [Crime](#) | [Census](#) | [Transportation](#)[Summary](#) | [Elevation](#) | [Garbage](#) | [Hazard](#) | [Natural Resources](#) | **[Photo](#)** | [Property](#) | [Water](#) | [Sewer](#) | [Tax Map](#) | [UGB](#) | [Watershed](#) | [Zip Code](#) | [Zoning](#)**Aerial Photo**

2007 / '06 / '05 / '04 / '03 / '02 / '01

6" / 2' / 4' / 10' / 20'

Streets: On / **Off** Lots: On / **Off** Dot: **On** / Off

0 |—————| 100 FT

City of Portland, Corporate GIS

8/12/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

[Address](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)PortlandMaps © 2008 [City of Portland, Oregon](#)0046646
COP/EPA 104(e)

PortlandMaps

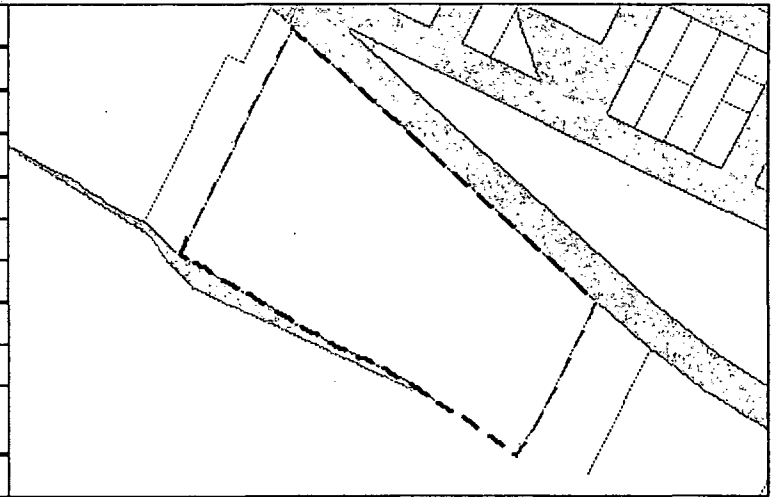
[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)

NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND

[Explorer](#) | **Property** | [Maps](#) | [Crime](#) | [Census](#) | [Transportation](#)
[Summary](#) | **Assessor** | [Permits/Cases](#) | [Block](#) | [Schools](#) | [Parks](#) | [Businesses](#) | [CIPs](#) | [Development](#) | [Stormwater Incentives](#) | [Noise](#) | [Storage Tank](#)

General Information

| |
|--|
| Property ID R324112 |
| County MULTNOMAH |
| State ID 1N1W12DB 5400 |
| Alt Account # R961120410 |
| Map Number 2222 OLD |
| Site Info |
| Site Address SE/ RICHMOND & N BRADFORD ST |
| City/State/Zip PORTLAND OR 97203 |
| Owner Info (Privacy) |
| Owner(s) Name METRO ATTN PROPERTY MANAGER |
| Owner Address 600 NE GRAND AVE |
| City/State/Zip PORTLAND OR 97232-2799 |



0 | 321 FT

Property Description

| | |
|---|-------------------------------------|
| Tax Roll SECTION 12 1N 1W; TL 5400 5.02 ACRES | Use VACANT LAND |
| Lot TL 5400 | Block |
| Tax Districts | |
| 101 PORT OF PORTLAND | 130 CITY OF PORTLAND |
| 130L CITY OF PORTLAND CHILDREN LOP | 130M CITY OF PORTLAND PARKS LOP |
| 143 METRO | 164 EAST MULT SOIL/WATER |
| 170 MULTNOMAH COUNTY | 170L MULT CO LIBRARY LOCAL OPT TAX |
| 171 URBAN RENEWAL PORTLAND | 173 URB REN SPECIAL LEVY - PORTLAND |
| 198 TRI-MET TRANSPORTATION | 304 MULTNOMAH CO ESD |
| 309 PORTLAND COMM COLLEGE | 311 PORTLAND SCHOOL DIST #1 |

Deed Information

| Sale Date | Type | Instrument | Sale Price |
|-----------|------|------------|------------|
| | | | \$0.00 |

Land Information

| Type | Acres | SQFT |
|-----------------|--------|---------|
| INDUSTRIAL LAND | 5.0200 | 218,874 |

Improvement Information

| | |
|--------------------------|----------------------|
| Improvement Type | |
| Improvement Value \$0.00 | |
| Room Descriptions | |
| Building Class | |
| Actual Year Built | Effective Year Built |
| Number of Segments | Construction Style |
| Foundation Type | Interior Finish |
| Roof Style | Roof Cover Type |

0046647
COP/EPA 104(e)

| | | |
|--|---------------|-----------------|
| | Flooring Type | Heating/AC Type |
| | Plumbing | Fireplace Type |
| Improvement Details | | |
| # | Segment Type | Class |
| Total Area | | |
| No Improvement Segment Information Available | | |

Tax History

| Year | Property Tax | Total Tax |
|------|--------------|-----------|
| 2007 | \$0.00 | \$0.00 |
| 2006 | \$0.00 | \$0.00 |
| 2005 | \$0.00 | \$0.00 |
| 2004 | \$0.00 | \$0.00 |
| 2003 | \$0.00 | \$0.00 |
| 2002 | \$0.00 | \$0.00 |
| 2001 | \$0.00 | \$0.00 |
| 2000 | \$0.00 | \$0.00 |
| 1999 | \$0.00 | \$0.00 |
| 1998 | \$0.00 | \$0.00 |
| 1997 | \$0.00 | \$0.00 |

Assessment History

| Year | Improvements | Land | Special Mkt/Use | Real Market | Exemptions | Assessed |
|------|--------------|--------------|-----------------|--------------|--------------|----------|
| 2007 | \$0.00 | \$959,840.00 | \$0.00 | \$959,840.00 | \$959,840.00 | \$0.00 |
| 2006 | \$0.00 | \$959,840.00 | \$0.00 | \$959,840.00 | \$959,840.00 | \$0.00 |
| 2005 | \$0.00 | \$888,740.00 | \$0.00 | \$888,740.00 | \$888,740.00 | \$0.00 |
| 2004 | \$0.00 | \$807,940.00 | \$0.00 | \$807,940.00 | \$807,940.00 | \$0.00 |
| 2003 | \$0.00 | \$807,940.00 | \$0.00 | \$807,940.00 | \$807,940.00 | \$0.00 |
| 2002 | \$0.00 | \$792,100.00 | \$0.00 | \$792,100.00 | \$792,100.00 | \$0.00 |
| 2001 | \$0.00 | \$720,090.00 | \$0.00 | \$720,090.00 | \$720,090.00 | \$0.00 |
| 2000 | \$0.00 | \$580,720.00 | \$0.00 | \$580,720.00 | \$580,720.00 | \$0.00 |
| 1999 | \$0.00 | \$488,000.00 | \$0.00 | \$488,000.00 | \$488,000.00 | \$0.00 |
| 1998 | \$0.00 | \$413,600.00 | \$0.00 | \$413,600.00 | \$413,600.00 | \$0.00 |
| 1997 | \$0.00 | \$393,900.00 | \$0.00 | \$393,900.00 | \$393,900.00 | \$0.00 |

City of Portland, Corporate GIS

Assessor Data Updated 7/28/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

[Address](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)

PortlandMaps © 2008 City of Portland, Oregon

0046648
COP/EPA 104(e)

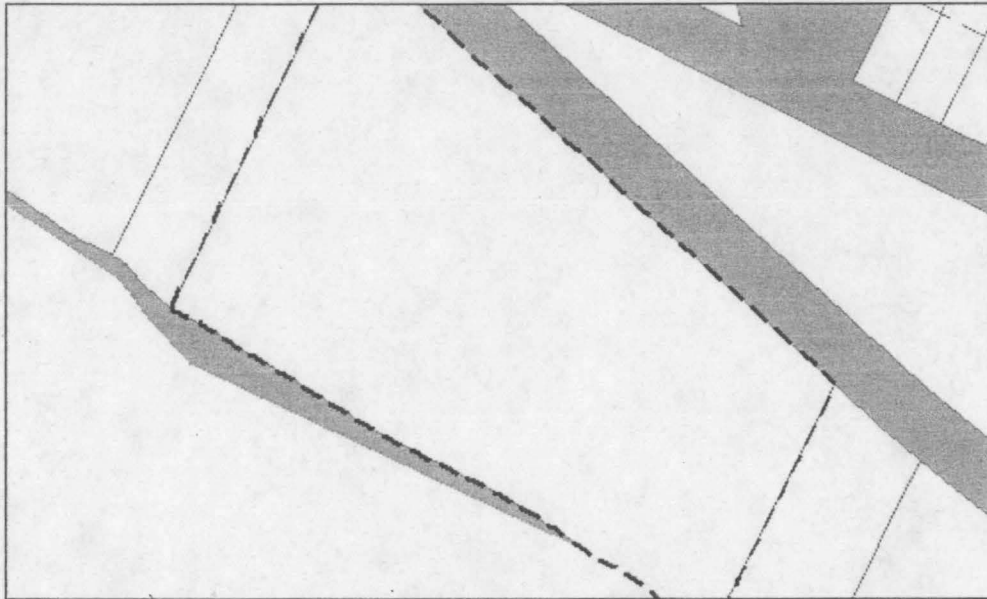
PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)

NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND

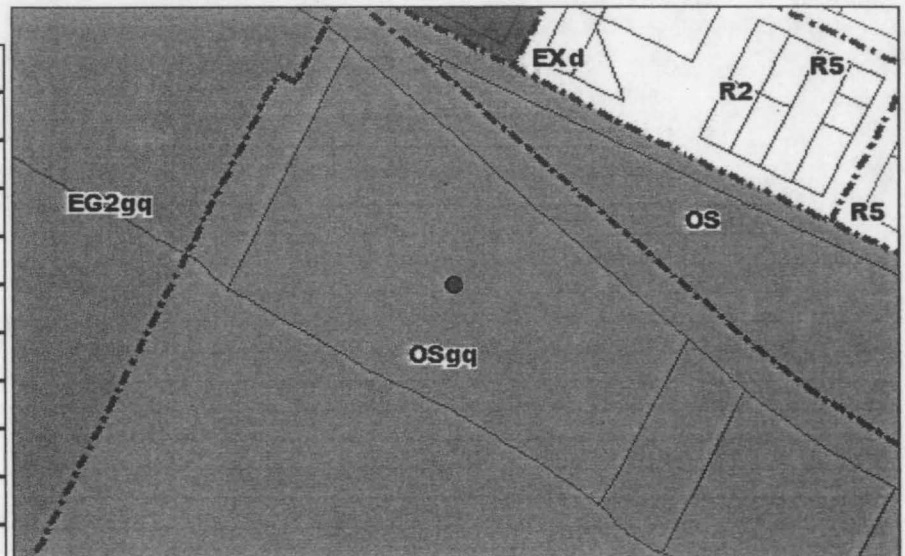
[Explorer](#) | [Property](#) | **Maps** | [Crime](#) | [Census](#) | [Transportation](#)
[Summary](#) | [Elevation](#) | [Garbage](#) | [Hazard](#) | [Natural Resources](#) | [Photo](#) | [Property](#) | [Water](#) | [Sewer](#) | [Tax Map](#) | [UGB](#) | [Watershed](#) | [Zip Code](#) | [Zoning](#)

Property & Location



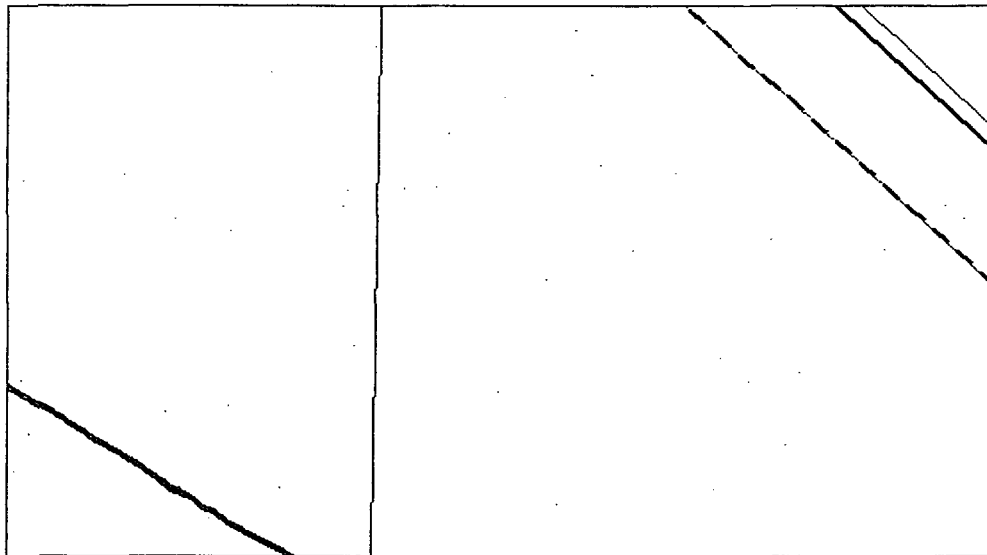
Zoning

| Property | |
|------------------------|------------|
| Zone | OS |
| Description | Open Space |
| Overlay | g, q |
| Comp Plan | OS |
| Comp Plan Overlay | |
| Historic District | |
| Conservation District | |
| Plan District | |
| NRMP District | |
| Urban Renewal District | n/a |
| Zoning Map | 2222 |

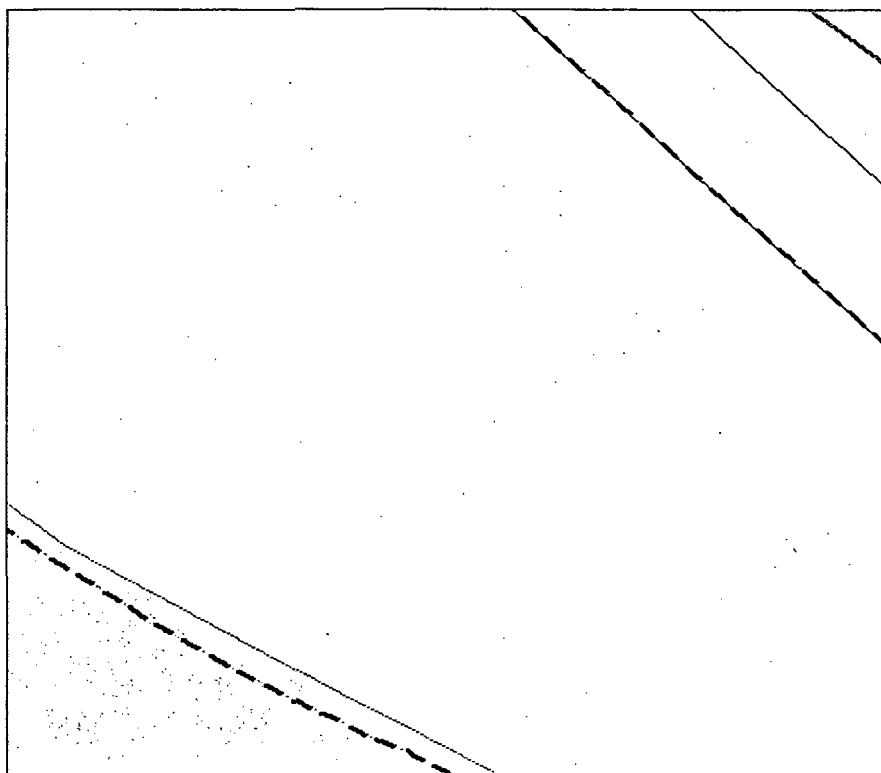

















0046649
COP/EPA 104(e)

Water Utilities



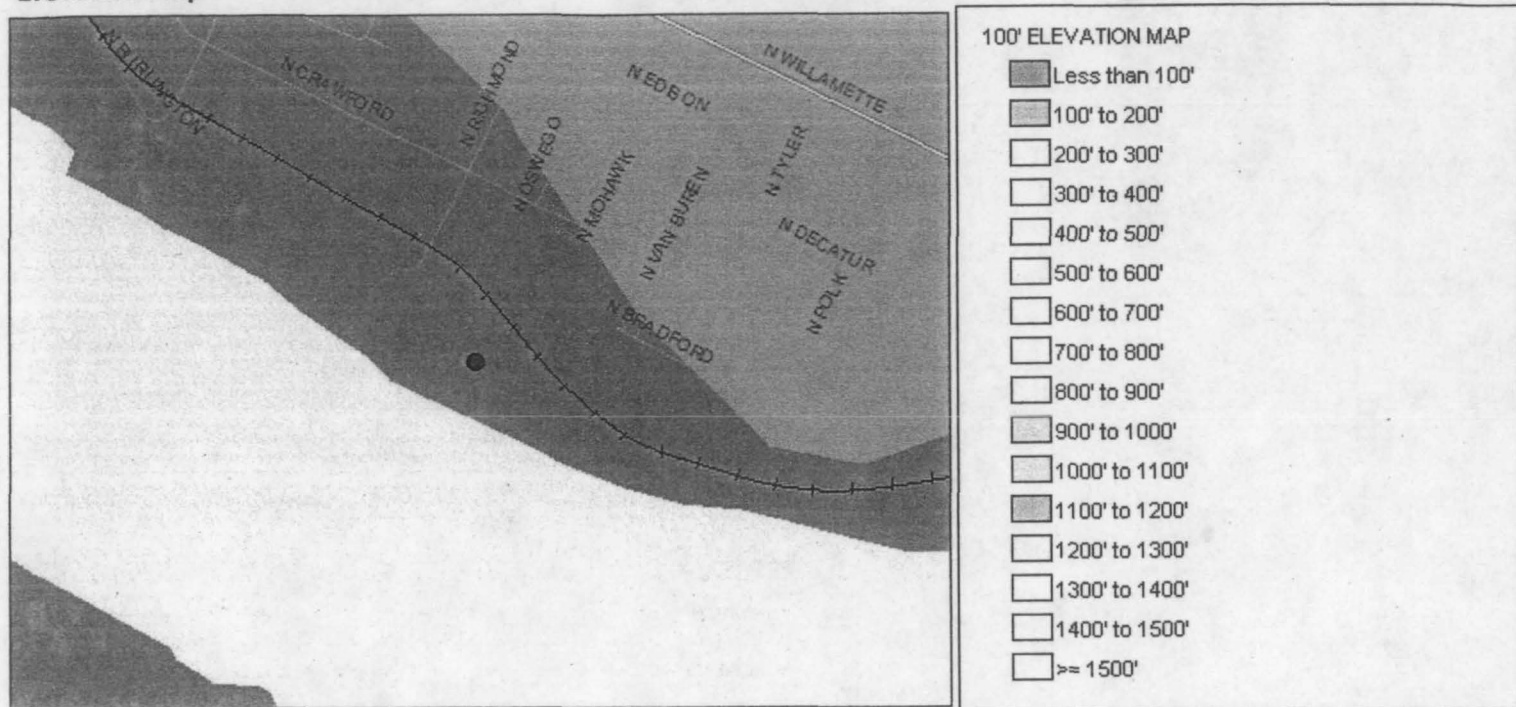
Sewer System



-  TREATMENT PLANTS
-  PUMP STATIONS
-  MANHOLES
-  CLEANOUT'S
-  DIVERSIONS
-  OUTFALL
-  SEDIMENTATION MANHOLES
-  SUMPS
-  INLETS
-  TRASH RACK
-  DISCHARGE POINTS
-  FLOW CONTROL
-  STORAGE
-  WATERWAY FEATURES
-  NO ACCESS POINTS

0046650
COP/EPA 104(e)

Elevation Map



0046651
COP/EPA 104(e)

Aerial Photo (2007)



City of Portland, Corporate GIS

8/12/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

[Address](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)

PortlandMaps © 2008 City of Portland, Oregon

0046652
COP/EPA 104(e)

PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)

NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND

[Explorer](#) | [Property](#) | **[Maps](#)** | [Crime](#) | [Census](#) | [Transportation](#)[Summary](#) | [Elevation](#) | [Garbage](#) | [Hazard](#) | [Natural Resources](#) | **[Photo](#)** | [Property](#) | [Water](#) | [Sewer](#) | [Tax Map](#) | [UGB](#) | [Watershed](#) | [Zip Code](#) | [Zoning](#)

Aerial Photo

2007 / '06 / '05 / '04 / '03 / '02 / '01 6" / 2' / 4' / 10' / 20' Streets: On / **Off** Lots: On / **Off** Dot: **On** / Off

0 |—————| 100 FT

City of Portland, Corporate GIS

8/12/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

[Address](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)

PortlandMaps © 2008 City of Portland, Oregon

0046653
COP/EPA 104(e)

PortlandMaps

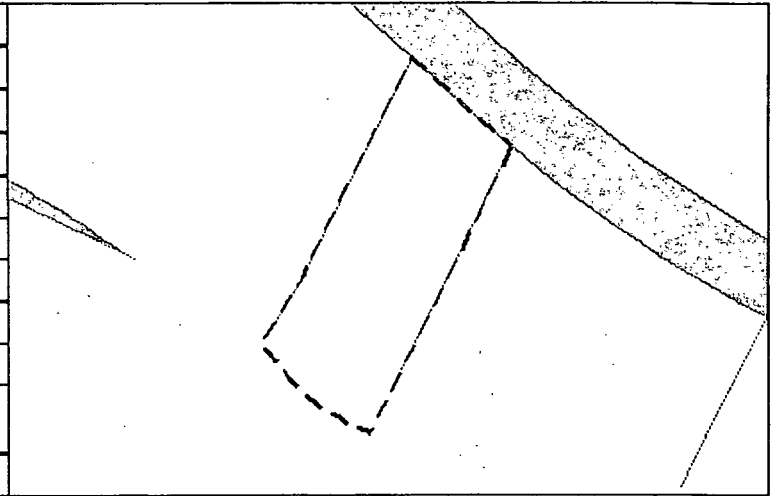
New Search | Mapping | Advanced | Google Earth | Help | PortlandOnline

NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND

Explorer | **Property** | Maps | Crime | Census | TransportationSummary | **Assessor** | Permits/Cases | Block | Schools | Parks | Businesses | CIPs | Development | Stormwater Incentives | Noise | Storage Tank

General Information

| |
|--|
| Property ID R324152 |
| County MULTNOMAH |
| State ID 1N1W12DB 2300 |
| Alt Account # R961120990 |
| Map Number 2222 OLD |
| Site Info |
| Site Address SW/ VAN BUREN & N CRAWFORD ST |
| City/State/Zip PORTLAND OR 97203 |
| Owner Info (Privacy) |
| Owner(s) Name METRO ATTN PROPERTY MANAGER |
| Owner Address 600 NE GRAND AVE |
| City/State/Zip PORTLAND OR 97232-2799 |



0 171 FT

Property Description

| | |
|---|-----------------|
| Tax Roll SECTION 12 1N 1W; TL 2300 0.74 ACRES | Use VACANT LAND |
| Lot TL 2300 | Block |

Tax Districts

| | |
|------------------------------------|-------------------------------------|
| 101 PORT OF PORTLAND | 130 CITY OF PORTLAND |
| 130L CITY OF PORTLAND CHILDREN LOP | 130M CITY OF PORTLAND PARKS LOP |
| 143 METRO | 164 EAST MULT SOIL/WATER |
| 170 MULTNOMAH COUNTY | 170L MULT CO LIBRARY LOCAL OPT TAX |
| 171 URBAN RENEWAL PORTLAND | 173 URB REN SPECIAL LEVY - PORTLAND |
| 198 TRI-MET TRANSPORTATION | 304 MULTNOMAH CO ESD |
| 309 PORTLAND COMM COLLEGE | 311 PORTLAND SCHOOL DIST #1 |

Deed Information

| Sale Date | Type | Instrument | Sale Price |
|-----------|------|------------|------------|
| | | | \$0.00 |

Land Information

| Type | Acres | SQFT |
|-----------------|--------|--------|
| INDUSTRIAL LAND | 0.7400 | 32,235 |

Improvement Information

| | |
|--------------------------|----------------------|
| Improvement Type | |
| Improvement Value \$0.00 | |
| Room Descriptions | |
| Building Class | |
| Actual Year Built | Effective Year Built |
| Number of Segments | Construction Style |
| Foundation Type | Interior Finish |
| Roof Style | Roof Cover Type |

0046654
COP/EPA 104(e)

| | | |
|--|---------------|-----------------|
| | Flooring Type | Heating/AC Type |
| | Plumbing | Fireplace Type |
| Improvement Details | | |
| # Segment Type | Class | Total Area |
| No Improvement Segment Information Available | | |

Tax History

| Year | Property Tax | Total Tax |
|------|--------------|-----------|
| 2007 | \$0.00 | \$0.00 |
| 2006 | \$0.00 | \$0.00 |
| 2005 | \$0.00 | \$0.00 |
| 2004 | \$0.00 | \$0.00 |
| 2003 | \$0.00 | \$0.00 |
| 2002 | \$0.00 | \$0.00 |
| 2001 | \$0.00 | \$0.00 |
| 2000 | \$0.00 | \$0.00 |
| 1999 | \$0.00 | \$0.00 |
| 1998 | \$0.00 | \$0.00 |
| 1997 | \$0.00 | \$0.00 |

Assessment History

| Year | Improvements | Land | Special Mkt/Use | Real Market | Exemptions | Assessed |
|------|--------------|--------------|-----------------|--------------|--------------|----------|
| 2007 | \$0.00 | \$123,720.00 | \$0.00 | \$123,720.00 | \$123,720.00 | \$0.00 |
| 2006 | \$0.00 | \$123,720.00 | \$0.00 | \$123,720.00 | \$123,720.00 | \$0.00 |
| 2005 | \$0.00 | \$114,550.00 | \$0.00 | \$114,550.00 | \$114,550.00 | \$0.00 |
| 2004 | \$0.00 | \$104,140.00 | \$0.00 | \$104,140.00 | \$104,140.00 | \$0.00 |
| 2003 | \$0.00 | \$104,140.00 | \$0.00 | \$104,140.00 | \$104,140.00 | \$0.00 |
| 2002 | \$0.00 | \$102,100.00 | \$0.00 | \$102,100.00 | \$102,100.00 | \$0.00 |
| 2001 | \$0.00 | \$92,820.00 | \$0.00 | \$92,820.00 | \$92,820.00 | \$0.00 |
| 2000 | \$0.00 | \$74,850.00 | \$0.00 | \$74,850.00 | \$74,850.00 | \$0.00 |
| 1999 | \$0.00 | \$62,900.00 | \$0.00 | \$62,900.00 | \$62,900.00 | \$0.00 |
| 1998 | \$0.00 | \$53,300.00 | \$0.00 | \$53,300.00 | \$53,300.00 | \$0.00 |
| 1997 | \$0.00 | \$50,800.00 | \$0.00 | \$50,800.00 | \$50,800.00 | \$0.00 |

City of Portland, Corporate GIS

Assessor Data Updated 7/28/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY X META DATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

Address | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)PortlandMaps © 2008 [City of Portland, Oregon](#)

0046655
COP/EPA 104(e)

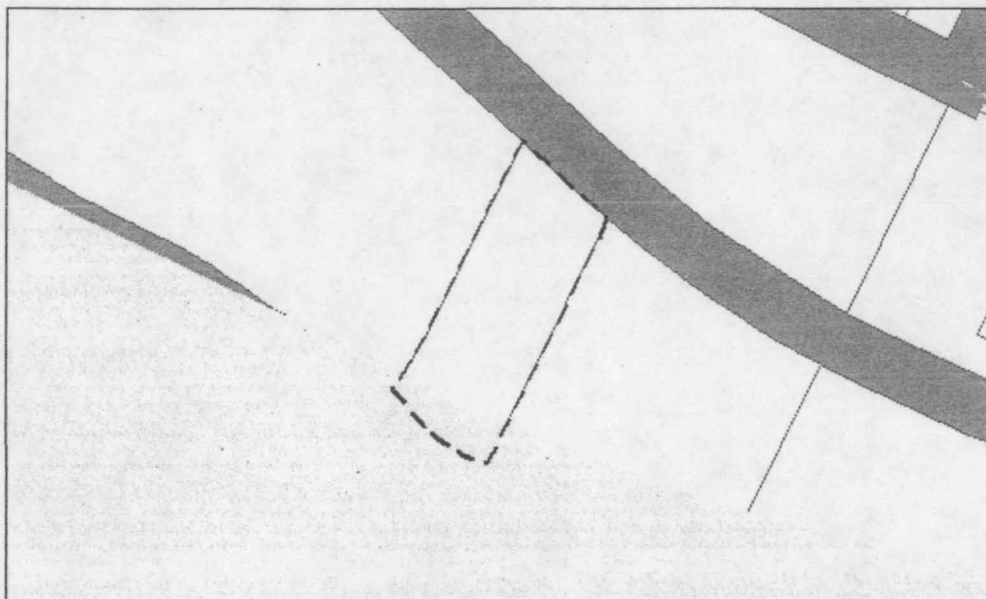
PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)

NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND

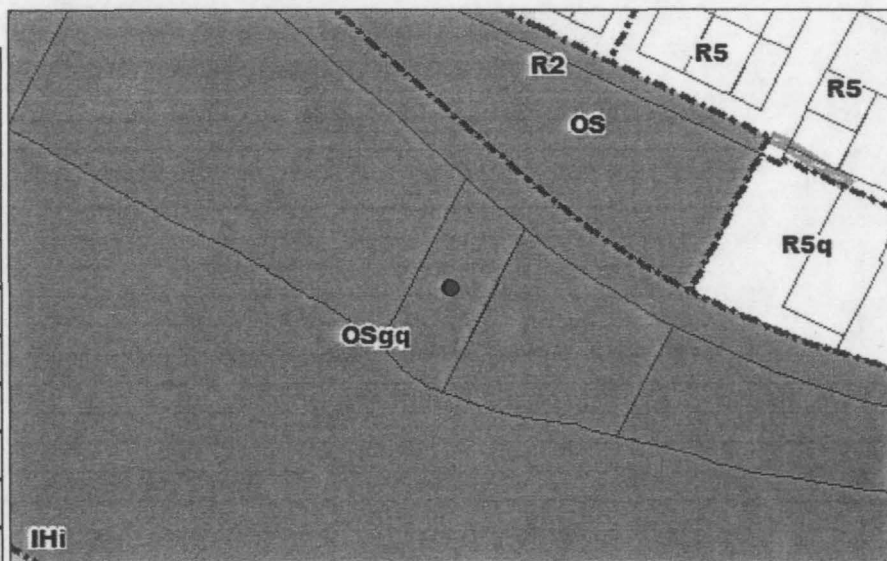
[Explorer](#) | [Property](#) | **[Maps](#)** | [Crime](#) | [Census](#) | [Transportation](#)
[Summary](#) | [Elevation](#) | [Garbage](#) | [Hazard](#) | [Natural Resources](#) | [Photo](#) | [Property](#) | [Water](#) | [Sewer](#) | [Tax Map](#) | [UGB](#) | [Watershed](#) | [Zip Code](#) | [Zoning](#)

Property & Location

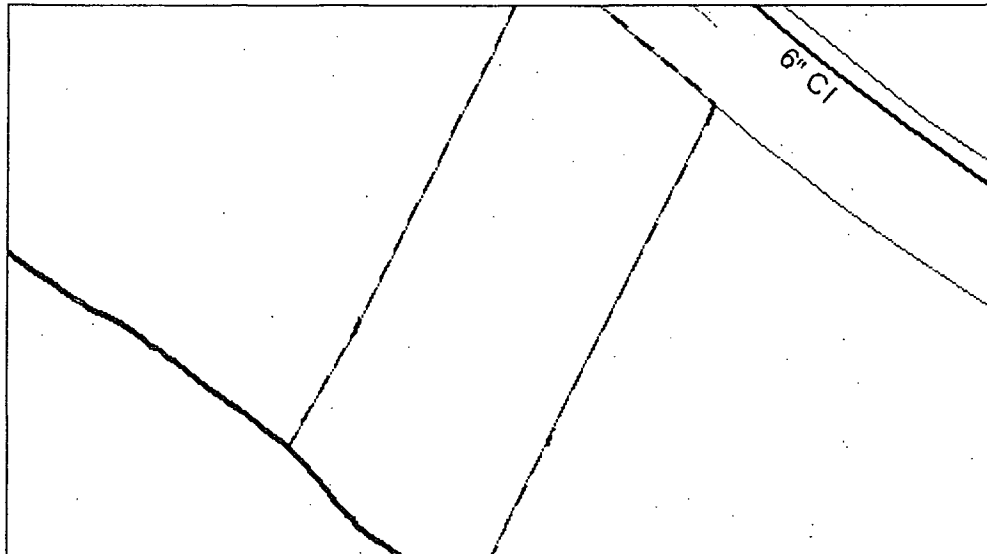


Zoning

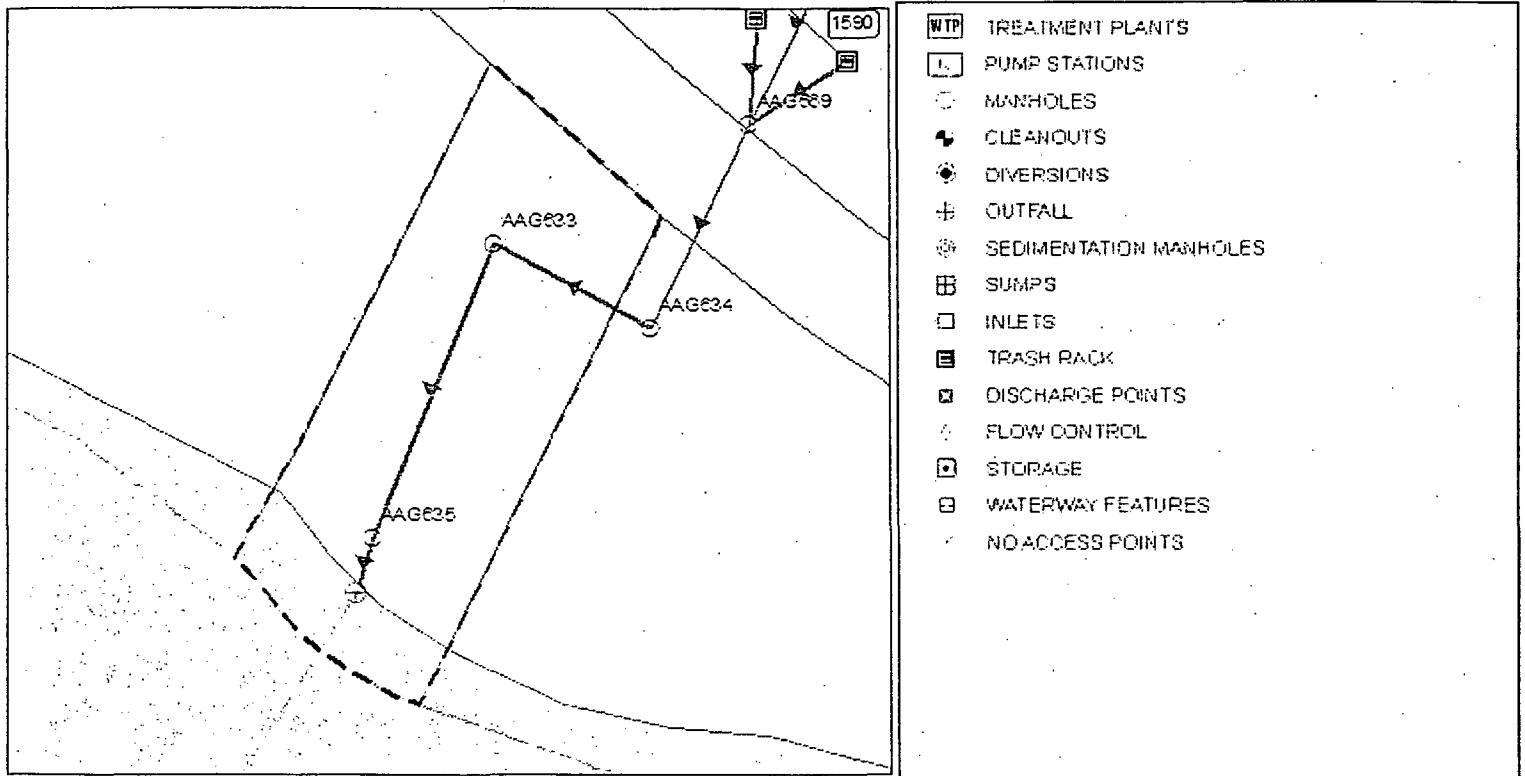
| Property | |
|------------------------|------------|
| Zone | OS |
| Description | Open Space |
| Overlay | g, q |
| Comp Plan | OS |
| Comp Plan Overlay | |
| Historic District | |
| Conservation District | |
| Plan District | |
| NRMP District | |
| Urban Renewal District | n/a |
| Zoning Map | 2222 |


 0046656
 COP/EPA 104(e)

Water Utilities

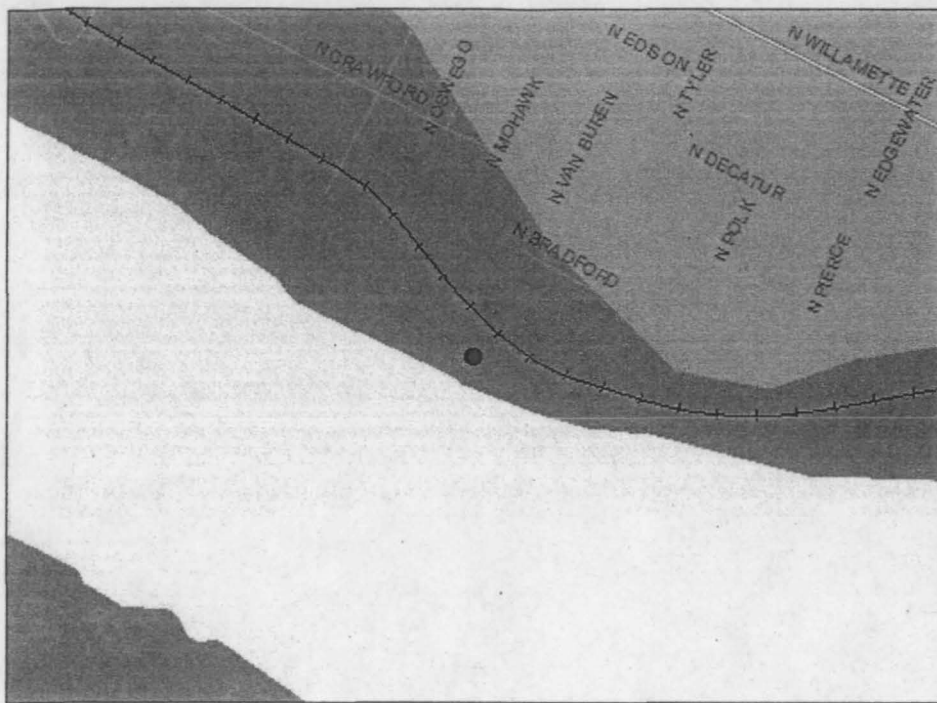


Sewer System

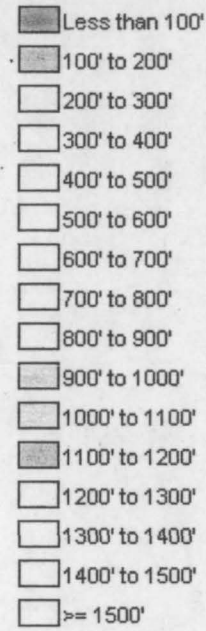


0046657
COP/EPA 104(e)

Elevation Map



100' ELEVATION MAP



0046658
COP/EPA 104(e)

Aerial Photo (2007)



City of Portland, Corporate GIS

8/12/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

[Address](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)

PortlandMaps © 2008 City of Portland, Oregon

0046659
COP/EPA 104(e)

PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [PortlandOnline](#)**NO ADDRESS AVAILABLE - CATHEDRAL PARK - PORTLAND**[Explorer](#) | [Property](#) | **[Maps](#)** | [Crime](#) | [Census](#) | [Transportation](#)[Summary](#) | [Elevation](#) | [Garbage](#) | [Hazard](#) | [Natural Resources](#) | **[Photo](#)** | [Property](#) | [Water](#) | [Sewer](#) | [Tax Map](#) | [UGB](#) | [Watershed](#) | [Zip Code](#) | [Zoning](#)**Aerial Photo**2007 / '06 / '05 / '04 / '03 / '02 / '01 6" / 2' / 4' / 10' / 20' Streets: On / **Off** Lots: On / **Off** Dot: **On** / Off

0 |—————| 100 FT

City of Portland, Corporate GIS

8/12/2008

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO CITY'S METADATA. FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

[Address](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#) | [About](#)PortlandMaps © 2008 [City of Portland, Oregon](#)0046660
COP/EPA 104(e)



RECEIVED
APR 14 1994

Portland Development Commission

April 7, 1994

Mr. S. Bruce Allen
Portland Development Commission
1120 SW Fifth Avenue
Suite 110
Portland, Oregon 97204

cc: SBA
CML
file

Re: Bargain Sale Option Agreement

Dear Mr. Allen:

Enclosed please find an original executed Agreement, together with The Trust for Public Land's check in the amount of \$5,000, representing our Option Consideration.

Please call Jim Desmond or myself if you have any questions.

Very truly yours,

Thomas E. Tyner

Thomas E. Tyner
Regional Counsel

TET:mf

Enclosures

cc: Jim Desmond

NORTHWEST
REGIONAL OFFICE
SMITH TOWER
SUITE 1510
506 SECOND AVE
SEATTLE, WA 98104
FAX (206) 382-3414
(206) 587-2447

BARGAIN SALE OPTION AGREEMENT

This is an Agreement dated as of March 31, 1994, between PORTLAND DEVELOPMENT COMMISSION, a municipal corporation ("Seller"), and THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

Portland Development
Commission
1120 SW Fifth Ave
Suite 110
Portland, OR 97204
Attn: S. Bruce Allen
Tel: (503) 823-3357

BUYER:

The Trust for Public Land
Smith Tower
506 Second Ave., Suite 1510
Seattle, WA 98104
Attn: Tom Tyner
Tel: (206) 587-2447
FAX: (206) 382-3414

Copies of any notice to Buyer
should also be sent to:

Oregon Field Office
1211 SW Sixth Avenue
Portland, OR 97204
Attn: Jim Desmond
Tel: (503) 228-6620
Fax: (503) 228-4529

B. Seller is the owner of certain real property in Multnomah County, Oregon described in Exhibit A attached hereto and incorporated herein by this reference.

Said real property, together with any and all improvements, fixtures, timber, water and minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, grazing rights, access rights and mineral rights, shall be referred to in this Agreement as the "Subject Property."

C. It is the mutual intention of Seller and Buyer that the Subject Property be preserved and used eventually for public, open

space and recreational purposes. However this intention shall not be construed as a covenant or condition to this Agreement. Buyer makes no representation that any efforts it may undertake to secure the eventual government acquisition of the Subject Property will be successful.

D. Seller acknowledges that Buyer is entering into this Agreement in its own right and that Buyer is not an agent of any governmental agency or entity.

E. Seller acknowledges that upon acquisition of the Subject Property Buyer shall be free to use and dispose of the Subject Property in any manner Buyer deems appropriate and that Buyer may sell the Subject Property for any price Buyer deems appropriate to any subsequent buyer provided that the proceeds of any such sale be devoted to Buyer's charitable purposes.

F. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic and recreational lands. Buyer is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended from time to time, the "Code") and is included in the "Cumulative List of Organizations" described in Section 170(c) of the Internal Revenue Code published by the Internal Revenue Service. Buyer is not a private foundation within the meaning of Section 509(a) of the Code.

THE PARTIES AGREE AS FOLLOWS:

1. Option. In consideration of the payment by Buyer to Seller of Five Thousand Dollars (\$5,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller grants to Buyer an exclusive and irrevocable option to purchase the Subject Property on the terms and conditions set forth in this Agreement (the "Option").

2. Term. The Option shall be effective as of the date hereof (the "Effective Date") and shall expire August 15, 1994, provided, that Buyer may extend the term of the Option for an additional period beyond the expiration date of the initial option term as set forth below:

(a) If there is a Metro greenspace bond measure on the ballot for the November, 1994 or earlier local election, then Buyer may extend the term of the Option in increments of one (1) month for up to a total of ten and one half (10½) months, through June 30, 1995. To do so, Buyer shall notify Seller of its intention to extend the expiration of its Option by one (1) month before the expiration of the then-current Option period,

and shall pay Seller as additional Option consideration the following amounts:

(i) Two Thousand Dollars (\$2,000) per month for each of the three (3) monthly periods beginning on August 15, 1994, September 15, 1994, and October 15, 1994, respectively, payable in advance on the 15th of each month;

(ii) Five Thousand Dollars (\$5,000) per month for the seven (7) monthly periods beginning November 15, 1994 and ending on June 30, 1995 (the last such monthly extension beginning on May 15, 1995 and ending on June 30, 1995), payable in advance on the 15th day of each month.

(b) If there is no Metro greenspace bond measure on the ballot for the November, 1994 or earlier local election, then Buyer may extend the term of the Option in increments of one (1) month as set forth in Section 2(a) above, provided however, that in such case Buyer shall pay Seller as additional Option Consideration the amount of Five Thousand Dollars (\$5,000) per month for each monthly period Buyer elects to extend the Option term beginning August 15, 1994 and ending June 30, 1995. Such additional monthly Option Consideration payments shall be made in advance on the 15th of each month.

3. Exercise. In the event Buyer elects to exercise the Option as to the Subject Property it shall do so by notifying Seller in writing within the term specified in Section 2. Such notice shall be deemed timely if it is transmitted by facsimile, deposited in the mail, first class postage prepaid, or delivered personally by courier or Express Mail within the term specified in Section 2.

4. Purchase Terms.

(a) Price. In the event Buyer exercises the Option, as to the Subject Property, Seller shall sell to Buyer and Buyer shall buy from Seller the Subject Property for a purchase price equal to the greater of:

(i) seventy-five percent (75%) of the fair market value of the Subject Property (the "Purchase Price") as determined by a full narrative written appraisal of the Subject Property prepared by David Lau, or

(ii) eighty cents (\$0.80) per square foot of the Subject Property purchased by Buyer, as determined by a survey obtained by Seller, prepared by Wilsey & Ham and certified to Buyer and the title company and provided to and approved by Buyer. If the appraisal described above determines that the fair market value of the Subject Property is less than one dollar (\$1.00) per square foot, then Buyer may terminate this Agreement by giving notice to Seller. If so terminated, Buyer

and Seller will share equally in the cost of the appraisal and the Option consideration will be refunded to Buyer on a pro rata basis based on the sum derived from multiplying \$5,000 times the ratio of the number of days elapsing from the execution hereof through such date of termination, divided by the number of days in the initial term hereof (i.e. execution date through August 15, 1994). Buyer shall obtain, review and approve the appraisal within 90 days of the execution hereof.

(b) Method of Payment. The Purchase Price shall be payable as follows:

(i) Five Thousand Dollars (\$5,000), or such amounts as shall have been paid as Option consideration prior to Buyer's exercise of the Option, by crediting the Option consideration paid to the Purchase Price; and

(ii) the balance of the Purchase Price in cash on close of escrow.

5. Escrow and Closing. Upon Buyer's exercise of the Option, or at any earlier time as may be convenient, the parties shall open an escrow with Transamerica Title Insurance Co., 555 SW Oak, Portland, Oregon, attention David Aldrich, telephone (503) 222-9931, or such other third party as Buyer and Seller shall jointly appoint to serve as the escrow holder (the "Escrow Holder"), for the purpose of closing the purchase and sale of the Subject Property. Escrow shall close within thirty (30) days of the date on which Buyer exercises the Option.

6. Title. Seller shall convey the Subject Property to Buyer or to Buyer's designee by a bargain and sale deed subject only to any exceptions approved by Buyer in writing.

This Agreement is entered into without the benefit of a current title report on the Subject Property. Upon the execution hereof, Seller shall order such a report from the Escrow Holder together with copies of all of the documents referred to therein as exceptions. Not later than the date Buyer exercises the Option or within thirty (30) days of receipt of the current title report and copies of the documents referred to above, whichever date is earlier, Buyer shall advise Seller of any exceptions in the title report which Buyer will require to be removed on close of escrow. Thereafter, Seller shall use its best efforts to ensure the removal of any such objectionable exceptions by the close of escrow. In the event Seller is unable to remove any such exceptions to which Buyer has objected, Buyer shall elect to either (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property; (b) defer the closing date until such objectionable exceptions are removed, during which time Seller shall continue to use its best efforts to remove such objectionable exceptions; or (c) proceed with the purchase of the Subject

Property and accept a policy of title insurance with the exceptions to which Buyer objected. In any event, Seller shall remove all monetary liens and encumbrances (except any statutory liens for nondelinquent real property taxes) upon the close of escrow.

7. Title Insurance. Seller shall provide Buyer, at Buyer's expense, with an ALTA standard coverage owner's policy of title insurance, in form and substance acceptable to Buyer, in the full amount of the Purchase Price, insuring that title to the Subject Property is vested in Buyer upon close of escrow subject only to the exceptions noted in Section 6.

8. Seller's Preclosing Covenants. Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Subject Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Subject Property, except that Seller may grant an additional 15 foot easement to the Bureau of Environmental Services (BES) for maintenance of a sewer line currently covered by a 5 foot easement; (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omission, including failure to make a required payment; or (d) take or permit any action that could reduce the value of the Subject Property, including but not limited to cutting or harvesting any timber on the Subject Property.

9. Seller's Representations. Seller represents and warrants that, to the best of its knowledge:

(a) Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller if Seller is not an individual have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title and interest in and to the Subject Property in accordance with this Agreement.

(b) The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.

(c) No one other than Seller will be in possession of any portion of the Subject Property at the close of escrow.

(d) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property, or any portion thereof, or pending or threatened against Seller which could affect Seller's title to the Subject Property, or any portion thereof, affect the value of the Subject Property, or any

portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.

(e) There are no:

(i) Intended public improvements or private rights which will result in the creation of any liens upon the Subject Property or any portion thereof.

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Subject Property or any portion thereof.

(iii) Actual or impending mechanics liens against the Subject Property or any portion thereof.

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Subject Property or in the vicinity of the Subject Property or in ground or surface waters associated with the Subject Property may have a material affect on the value of the Subject Property or subject the owner of the Subject Property to potential liabilities under environmental laws.

(f) There is no lease, license, permit, option or right of first refusal which affects the Subject Property or any portion thereof which will not be terminated by closing.

(g) Seller has no knowledge of any facts surrounding the condition of the Subject Property as related to hazardous substances or other matters that could pose a hazard to human health or the environment that are contrary or in addition to the discussion and conclusions stated in the Level II Environmental Site Assessment prepared by Sweet-Edwards/Emcon, Inc. and dated March 15, 1989. Seller is transferring the Subject Property on an as-is basis.

(h) neither the grant nor the exercise of the Option will constitute a breach or default under any agreement to which Seller is bound and/or to which the Subject Property is subject.

Each of the above representations and warranties is material and is relied upon by Buyer. Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations and warranties, Seller shall immediately give

notice to Buyer of those facts and information. Buyer may thereafter elect to terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property. Buyer's election in this regard shall not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

10. Written Assurances and Other Documents. Buyer will, at its own expense, obtain and provide to Seller, no later than December 31, 1994 (if Buyer has extended the expiration of the Option term as provided in Section 2 hereof), an update to the March 15, 1989 Level II Environmental Site Assessment from Sweet-Edwards/Emcon, Inc.

11. Remedies Upon Default. In the event either party defaults in the performance of any of its obligations under this Agreement, the nondefaulting party shall have any and all remedies provided in this Agreement or by law or equity.

12. Right to Inspect Subject Property. During the term of this Agreement, Buyer through its employees and agents and solely at its own expense, may enter upon the Subject Property for the purpose of making inspections and investigations as Buyer deems appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements on the Subject Property. Buyer's right to inspect the Subject Property is subject to the following:

(a) Buyer will indemnify and hold Seller harmless from and against all damages, costs, claims or expenses incurred by or brought against Seller which are caused by Buyer's activities on the Subject Property during any inspection by Buyer, its agents or employees;

(b) Buyer will restore the Subject Property to the condition in which it existed immediately prior to any inspection by Buyer, its agents or employees;

(c) All inspections and related testing will be done by duly licensed and appropriately bonded contractors in accordance with all applicable laws and regulations;

(d) Buyer will notify Seller at least 48 hours in advance of any inspection and will provide Seller with information regarding the nature and extent of the inspection and any related testing;

(e) Buyer will provide copies of the results of any inspection and related testing of the Subject Property to Seller;

(f) Neither Buyer nor Seller will be deemed to have incurred any responsibility as a result of such inspections and related testing to take remedial actions in response to the results of any such inspection or related testing.

Should the Buyer determine, in its sole discretion, based on its investigation of the Subject Property, that the environmental conditions on the Subject Property are unacceptable to Buyer, Buyer shall so notify Seller. Buyer may thereafter elect to terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property.

13. Risk of Loss. All risk of loss shall remain with Seller until closing. In the event the Subject Property is destroyed or damaged after Buyer has exercised the Option and prior to close of escrow, Buyer may rescind this Agreement and be refunded the Option Consideration.

14. Condemnation. In the event of the taking of all or any part of the Subject Property by eminent domain proceedings, or the commencement of such proceedings prior to closing, Buyer shall have the right, at its election, to terminate this Agreement by written notice to Seller, in which case Seller shall promptly refund to Buyer the Option Consideration. If Buyer does not so terminate the Agreement, then Buyer may, at its election, either (a) proceed to close with the Purchase Price reduced by the total of any awards or other proceeds received or to be received by Seller as a result of such proceedings, or (b) proceed to close with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds. Seller shall notify Buyer in writing of any eminent domain proceedings affecting the Subject Property within five (5) days after Seller learns of such proceedings.

15. Prorations and Fees. Real property taxes on the Subject Property shall be prorated as of the close of escrow based upon the latest available tax bill. The escrow fee shall be divided equally between the parties. Any documentary tax or real property transfer tax arising out of the conveyance of the Subject Property shall be paid by Seller. Seller shall be responsible for any compensatory or roll back taxes on the Subject Property arising from the termination of a preferential tax classification of the Subject Property payable as a result of this conveyance. Seller shall pay for the title insurance policy as specified hereinabove except that Buyer shall pay for the additional premium, if any, required for the ALTA extended coverage endorsement. Other fees and charges shall be allocated in accordance with the customary practice of the county in which the Subject Property is located.

16. Statutory Notice. The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations which, in farm or forest zones, may not authorize

siting or construction of a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures. (Statutory notice required by ORS 93.040(2)).

17. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered; or if transmitted by facsimile, shall be deemed given when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

18. Legal Costs. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

19. No Broker's Commission. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party against whom the claim is asserted will indemnify and hold the other party harmless from said claim.

20. Time of the Essence. Time is of the essence of this Agreement.

21. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest.

22. Memorandum of Option. Concurrently with the signing of the Agreement the parties shall sign a Memorandum of Option in form of Exhibit B which is attached to this Agreement and incorporated herein by this reference. Buyer shall cause the Memorandum of Option to be recorded. In the event Buyer does not exercise the Option within the term of this Agreement, Buyer shall, if requested to do so by Seller, deliver upon demand a quitclaim deed in a form suitable for recordation covering the Subject Property so as to eliminate any cloud on Seller's title to the Subject Property.

23. Additional Documents. Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be

reasonable and necessary to carry out the provisions of this Agreement.

24. Non-Foreign Certificate. Concurrently with the execution of this Agreement, Seller shall execute a Non-Foreign Certificate in the form of Exhibit C attached hereto, and shall deliver such certificate to Buyer. Seller acknowledges that if Seller is unable to certify that it is not a "foreign person", Buyer may be required to withhold a portion of the Purchase Price at closing for U.S. income tax purposes.

25. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

26. Assignment of Buyer's Interest. The parties hereto agree that the Buyer may assign its interest in this Agreement to an organization or entity that is a qualified organization at the time of transfer under Section 170(h) of the Code, and the applicable regulations promulgated thereunder.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

28. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

29. No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Subject Property, placing any deeds of trust on the Subject Property and delivery of money and documents in the escrow), shall not merge with transfer of title but shall remain in effect until fulfilled.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

31. Confidentiality. The parties hereto agree that the terms of this Agreement, including but not limited to the Purchase Price, shall remain confidential, and that, unless required to do so by

the law as determined in the sole discretion of Seller's legal counsel, the parties shall not disclose the terms or provide copies of this Agreement to other than the parties or their respective attorneys, employees or representatives without the consent of the parties hereto. Notwithstanding the foregoing, Buyer agrees that Seller may disclose the terms hereof to its Board of Commissioners. Buyer acknowledges that the meetings of Seller's Board of Commissioners are open to the public and as such, it may not be possible to keep confidential the terms hereof.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

SELLER:

PORTLAND DEVELOPMENT
COMMISSION, a municipal
corporation

BUYER:

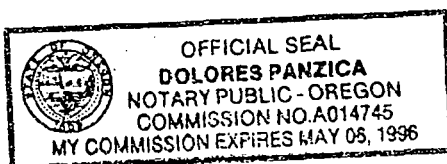
THE TRUST FOR PUBLIC LAND, a
California nonprofit public
benefit corporation

By: Janet S. Burreson
Janet S. Burreson
Its: Executive Director
Date: 3-23-94

By: [Signature]
Its: VP/Reg Mgr.
Date: 3/31/94

State of Oregon)
County of Multnomah) ss.

On this 23rd day of March, 1994, before me
Dolores Panzica, the undersigned Notary Public in and
for the state of Oregon, personally appeared Janet S.
Burreson, personally known to me (or proved to me on the
basis of satisfactory evidence), to be the person who executed the
within instrument as Executive Director, on
behalf of Portland Development Commission, a municipal corporation
therein named and acknowledged to me that the municipality executed
said instrument as its free and voluntary act and deed for the
purposes therein mentioned, and on oath stated that he was
authorized to so execute said instrument.



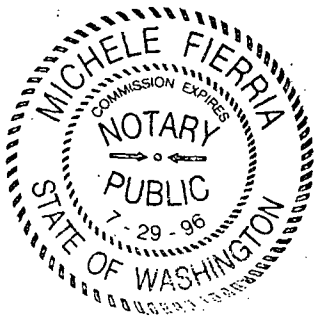
Dolores Panzica
Notary Public in and for the State
of Oregon,
Residing at Multnomah County
My commission expires 5-5-96

State of Washington)

County of King)

ss.

On this 31st day of March, 1994, before me
Michele Fierria, the undersigned Notary Public in and for
the state of Washington, personally appeared Craig Lee
, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person who executed the
within instrument as Vice President / Regional Mgr, on
behalf of The Trust for Public Land, the corporation therein named
and acknowledged to me that the corporation executed said
instrument as its free and voluntary act and deed for the purposes
therein mentioned, and on oath stated that he was authorized to so
execute said instrument.



Michele Fierria
Notary Public in and for the State
of Washington,
Residing at Seattle
My commission expires 7-29-96.

DESCRIPTION

A copy of text located to the NE 1/4 and the SW 1/4 of Section 12, Township 2 North, Range 1 West, Yellowstone Meridian, City of Portland, Multnomah County, Oregon, and being more particularly described as follows:

[illegible]

ALSO A TRACT of land is defined beginning at the intersection of the second corner of E. Fifth Avenue and the southerly line of N. Franklin Street, thence along the southerly side of E. Fifth Avenue south 17°12'30" West 128.00 feet to the northerly intersection of the same line of the Chicago-Granddunes Railroad and Northwestern Chicago city of way line, thence along the westerly line of the Chicago-Granddunes Railroad 34.00 feet to the corner of a 128.00 x 128.00 lot, thence along the right-of-way a second stage of 17°02'30" West along said lot to which bears 17°02'30" West 128.00 feet to a point at westerly corner of block 124, thence along the southerly side of the said block East of Franklin Street, thence along the same block of land, N. Franklin Street and to beginning point 0°00'00" West 128.00 feet to the point of commencement.

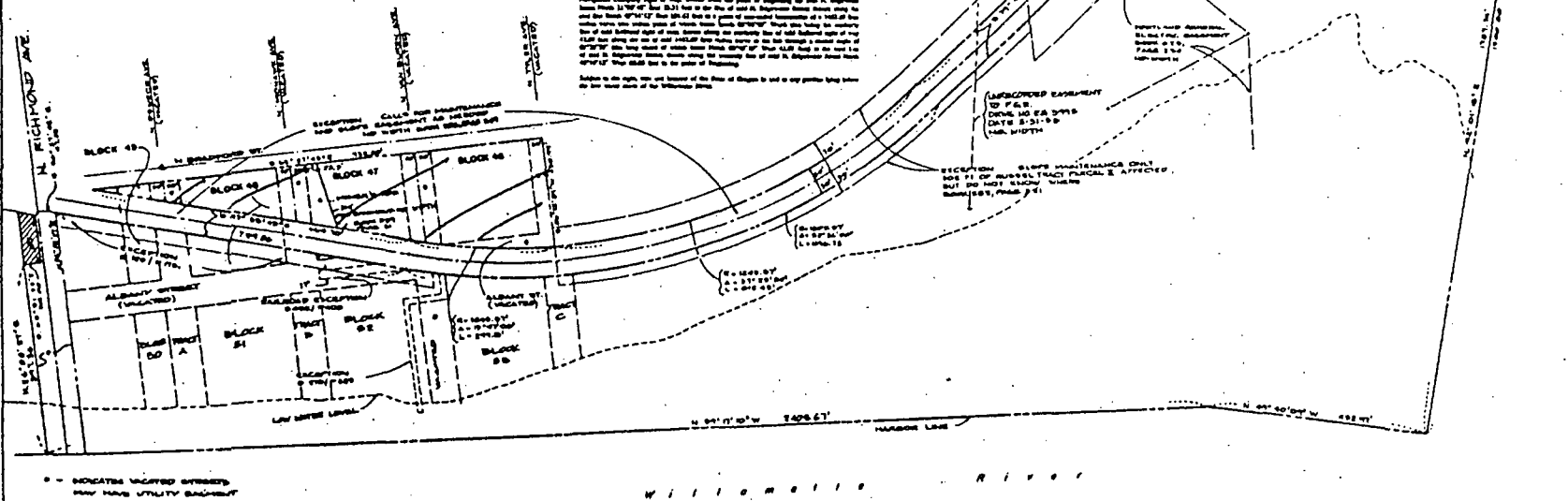
[illegible]

CERTIFICATION STATEMENT

1. C. SCOTT TAYLOR, A DISTILLED FOCATIONAL
AND SURVEYOR, HASSTY CARRY THE MAP TO BE A
TONE AND CORRECT SURVEY MADE BY ME ON WHOLE
OF DIRECTOR, AND LAST SURVEY WAS PERFORMED AT
THE REQUEST OF ANALYST, BARRISTER, AND
INCE TITLE, BARRISTER, AND

FURTHER, THAT NO ENCROACHMENT ON THE LAND
OF THE TRACT THERE SHOWN, AND NO (FOR ADV
ENCROACHMENT) FROM ADJACENT LAND ONTO THE
LAND, HAS BEEN MADE.

SPECIAL FIELD
 PROFESSIONAL
 LAND SURVEYOR
 [Signature]
 STATE OF
 NEW YORK



100-100-1

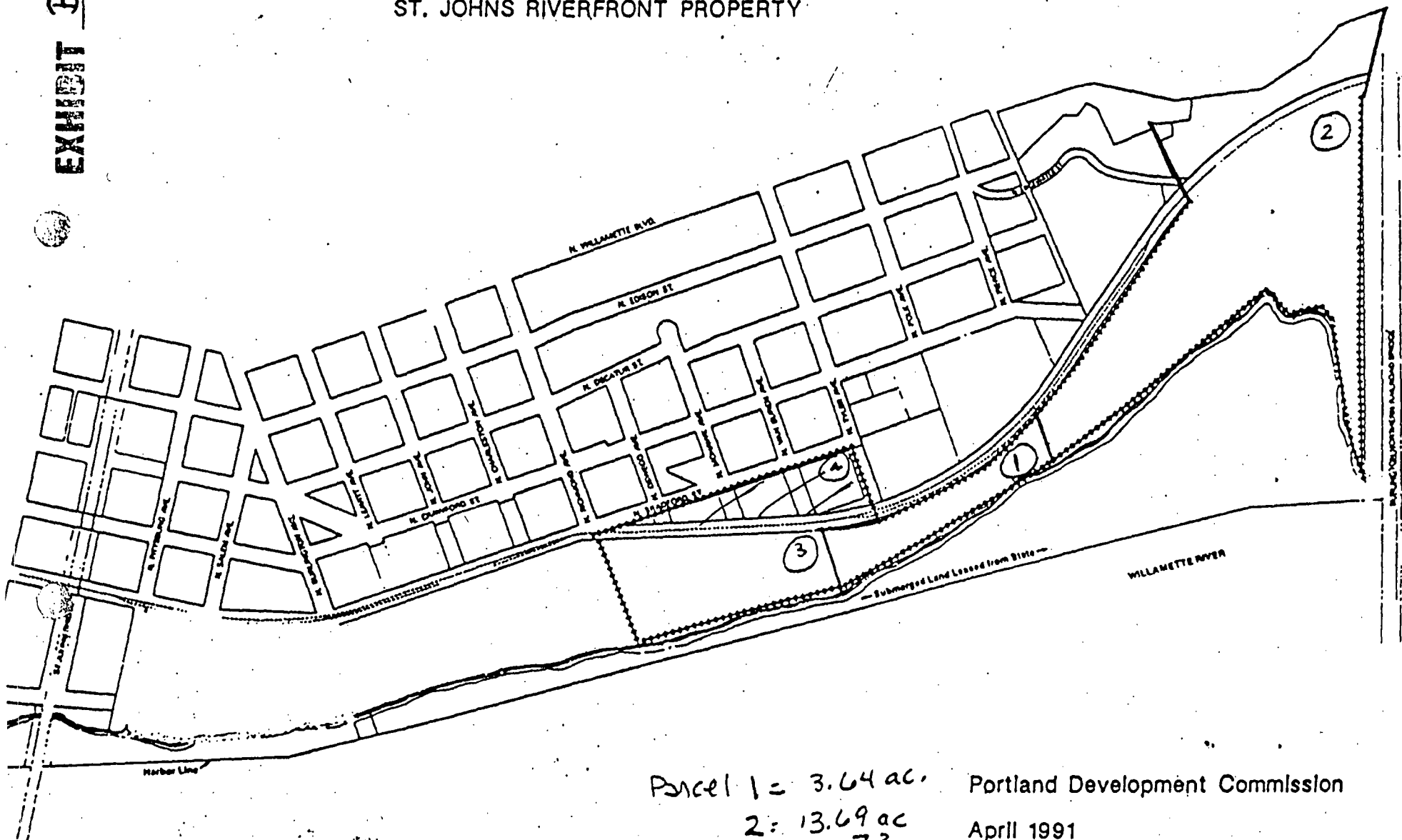
DECLASSIFIED BY SP-10 DATE 11-13-02 BY SP-10
 AUTHORITY 28 CFR 1.55 BY SP-10
 FILE NO. 6-104-0240

ST. JOHNS COMMUNICATIONS PARK
GRAYCO RESOURCES, INC.

PORTLAND, OREGON

WILSEY & HAM
ENGINEERING AND PLANNING SERVICES
Public Improvements • Land Development • Transportation
1099 S.W. Columbia Street
Portland, Oregon 97201
(503) 227-0455

ST. JOHNS RIVERFRONT PROPERTY



Parcel 1 = 3.64 ac. Portland Development Commission
 2: 13.69 ac April 1991
 3: ~~6.73~~ ac
 4: ~~2.81~~ ac excluded
~~28.127 ac~~
 1" = 520'

EXHIBIT C

When recorded mail to:

THE TRUST FOR PUBLIC LAND
506 Second Avenue
Suite 1510
Seattle, WA 98104
Atten: Tom Tyner

MEMORANDUM OF OPTION

This is a memorandum of a certain Option Agreement dated March 31, 1994, between PORTLAND DEVELOPMENT COMMISSION, a municipal corporation ("Seller"), and THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("Buyer"). By said Option Agreement Seller has granted to Buyer an exclusive option to purchase that certain real property in Multnomah County, Oregon, described in Exhibit A attached hereto and incorporated herein by this reference.

Said option extends from the date of the Option Agreement through and including August 15, 1994.

Portland Development Commission

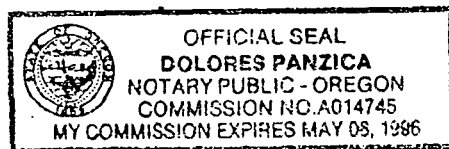
By: James S. Bulneson

Its: Executive Director

Date: 3-23-94

State of Oregon)
County of Multnomah) ss.

On this 23rd day of March, 1994, before me Dolores Panzica, the undersigned Notary Public in and for the state of Oregon, personally appeared James S. Bulneson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Executive Director, on behalf of Portland Development Commission, a municipal corporation therein named and acknowledged to me that the municipality executed said instrument as its free and voluntary act and deed for the purposes therein mentioned, and on oath stated that he was authorized to so execute said instrument.



Dolores Panzica
Notary Public in and for the State
of Oregon, Multnomah County.
My commission expires 5-9-96

EXHIBIT A

DESCRIPTION

A tract of land located to the SE 1/4 and the SW 1/4 of Section 12, Township 1 North, Range 1 West, Willamette Meridian, City of Portland, Multnomah County, Oregon, and being more particularly described as follows:

Beginning at the intersection of the westerly line of N. Richmond Avenue extended southerly and the North Marker Line of the Willamette River Channel Marker Line Point 29 and Marker Line Point 27 thence along the west line of said N. Richmond Avenue and its southerly extension North 87°02'27" East 291.24 feet to a point on the east line of Block 1 of the Plan of "Town of St. Johns"; thence at a right angle to said Block 1 South 87°51'27" East 20.59 feet along the south line of that land conveyed to Manufacturing Management, Inc. by deed executed January 20, 1948, to Book 2976 at page 1744, Deed Record; thence along the east line of said Manufacturing Management tract North 26°08'27" East 303.00 feet to the northeast corner of said Manufacturing Management tract; thence South 26°27'42" East 47.25 feet to a point on the east line of said N. Richmond Avenue at the intersection of the south line of the Oregon-Willamette Railroad and Navigation Company right of way; thence along the south line of said railroad right of way South 47°25'42" East 729.30 feet to a point of curvature; thence 1196.73 feet along the arc of a 1303.57 foot radius curve to the left through a central angle 27°24'08" the long chord of which bears South 17°23'42" East 1155.15 feet to a point of tangency; thence North 79°45'15" East 640.59 feet to a point of curvature; thence 178.84 feet along the arc of a 1402.89 foot radius curve to the right through a central angle of 34°43'12" the long chord of which bears North 57°27'31" East 178.81 feet to a point on Edgewater Street as described in Book 680 at Page 178, Deed Record; thence South 21°02'48" East 42.08 feet; thence North 81°22'42" East 26.31 feet; thence North 17°22'42" East 35.28 feet to a point of curvature; thence 40.15 feet along the arc of a 46.08 foot radius curve to the left through a central angle of 50°02'27" the long chord of which bears North 49°21'24" East 38.89 feet to the non-closed intersection of a 1402.89 foot radius curve being the southerly line of said Railroad; thence along the south line of said Railroad 604.77 feet along the arc of said 1402.89 foot radius curve to the right through a central angle of 34°43'12" the long chord of which bears North 79°45'15" East 640.59 feet to the west line of the Burlington Portland, Inc. right of way; thence along the west right of way South 47°25'42" East 1502.89 feet to the intersection of the said North Marker Line of the Willamette River; thence along said North Marker Line North 49°47'09" West 432.97 feet; thence southerly along the said North Marker Line North 39°17'18" West 3402.67 feet to the point of Beginning.

ALSO A TRACT of land as follows: Beginning at the intersection of the westerly line of N. Tyler Avenue with the southerly line of N. Bradford Street; thence along the southerly line of said N. Tyler Avenue South 26°13'29" West 220.59 feet to the non-closed intersection of the north line of the Oregon-Willamette Railroad and Navigation Company right of way (the radius point bears North 26°37'07" East; thence 299.21 feet along the arc of a 1243.57 foot radius curve to the right through a central angle of 13°47'08" the long chord of which bears North 54°29'19" West 298.48 feet) to a point of tangency; thence North 17°25'42" East 44.70 feet to the intersection of the said south line of Railroad Street; thence along the south line of said N. Bradford Street and its projection South 47°25'42" East 732.88 feet to the point of Beginning.

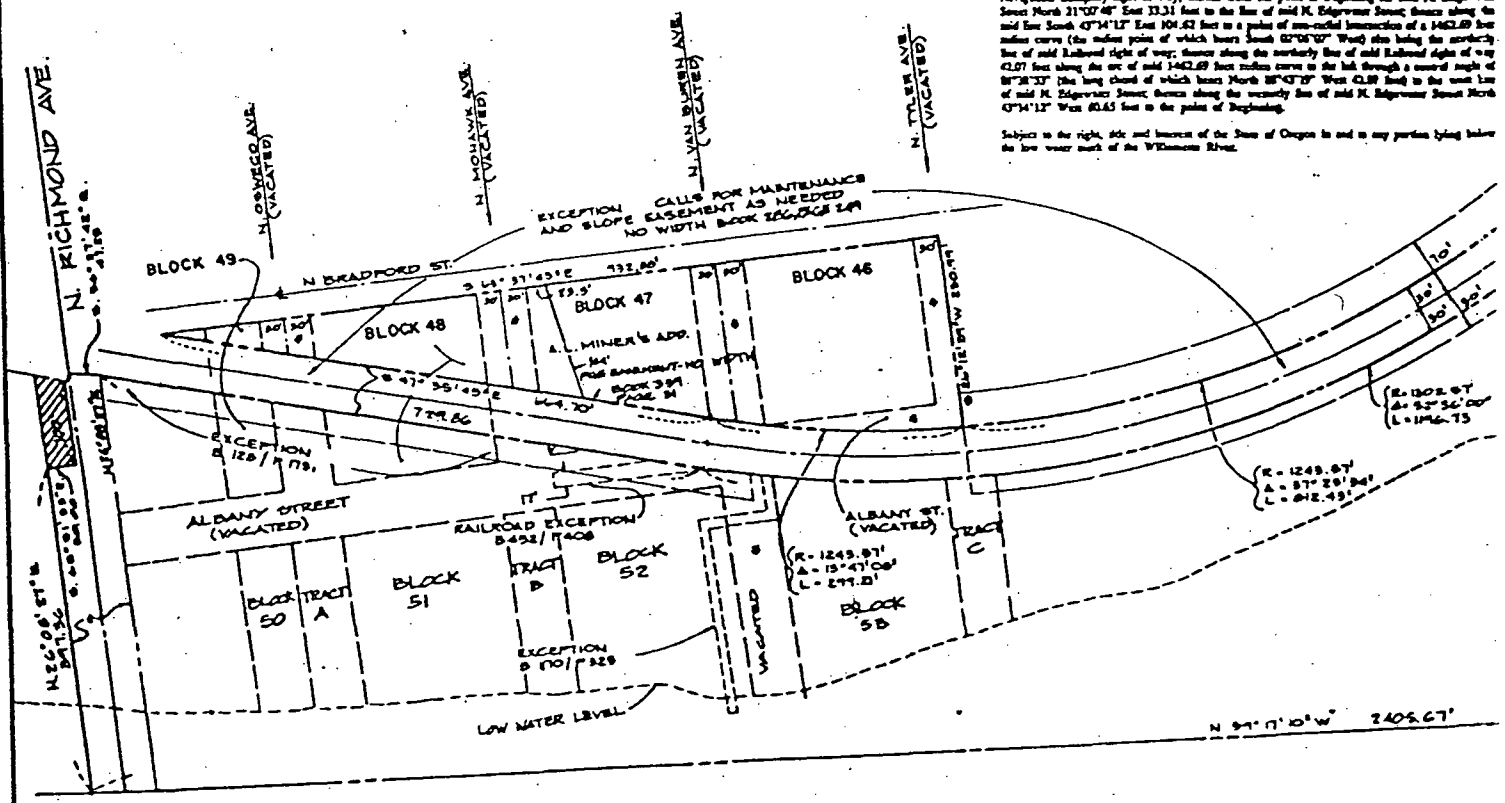
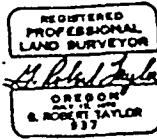
ALSO A TRACT of land as follows: Beginning at the intersection of the west line of Burlington Portland, Inc. Railroad and the southerly line of the Oregon-Willamette Railroad and Navigation Company right of way; thence southerly to a 1463.67 foot radius curve (the radius point bears North 39°14'12" West; thence 171.09 feet along the arc of said 1463.67 foot radius curve to the left through a central angle of 26°05'10" the long chord of which bears North 77°48'23" East 709.25 feet) to a point of intersection with the southerly extension of (a east line of a tract of land conveyed to the Port of Portland by deed executed Sept. 15, 1979 in Book 310 at Page 231, Deed Record; thence North 21°02'48" East 208.10 feet; thence North 66°39'12" East 73.69 feet; thence North 37°48'46" East 30.00 feet; thence South 57°11'34" East 64.75 feet; thence North 30°48'46" East 62.31 feet to the intersection of the southerly line of N. Willamette Street; thence along the said south line of N. Willamette Street South 52°11'11" East 349.92 feet; thence South 74°07'39" East 139.61 feet; thence North 57°05'04" East 171.07 feet; thence South 47°24'29" East 35.64 feet to the intersection of the west line of said Burlington-Portland right of way; thence along the said west right of way line South 47°24'29" West 224.48 feet to the point of Beginning. EXCEPTING therefrom that portion of 1/2 Edgewater Street being located as follows: Beginning at the intersection of the west line of the above described TRACT and the west line of said N. Edgewater Street; thence southerly North 21°02'48" East 42.10 feet to the southerly line of the Oregon-Willamette Railroad and Navigation Company right of way; thence from the point of Beginning for said N. Edgewater Street North 21°02'48" East 132.31 feet to the line of said N. Edgewater Street; thence along the said line South 47°24'12" East 104.62 feet to a point of non-closed intersection of a 1463.67 foot radius curve (the radius point of which bears South 02°06'07" West) also being the southerly line of said Railroad right of way; thence along the southerly line of said Railroad right of way 42.07 feet along the arc of said 1463.67 foot radius curve to the left through a central angle of 34°43'12" the long chord of which bears North 88°43'19" West 42.08 feet to the west line of said N. Edgewater Street; thence along the westerly line of said N. Edgewater Street North 47°24'12" West 80.65 feet to the point of Beginning.

Subject to the right, title and interest of the State of Oregon in and to any portion lying below the low water mark of the Willamette River.

CERTIFICATION STATEMENT

I, G. ROBERT TAYLOR, A REGISTERED PROFESSIONAL AND SURVEYOR, HEREBY CERTIFY THIS MAP TO BE A TRUE AND CORRECT SURVEY MADE BY ME OR UNDER MY DIRECTION, AND SAID SURVEY WAS PERFORMED AT THE REQUEST OF BRAYCO RESOURCES, INC. THEIR TITLE INSURANCE CO.

FURTHER, I FIND NO ENCROACHMENTS ONTO THIS LAND OTHER THAN THOSE SHOWN, NO DID I FIND ANY ENCROACHMENTS FROM ADJACENT LANDS ONTO THIS LAND, UNLESS SHOWN.



• - INDICATES VACATED STREETS MAY HAVE UTILITY EASEMENT

W i l l a m e t t

0046677
COP/EPA 104(e)

NON-FOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform the buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by Portland Development Commission, a municipal corporation, the undersigned hereby certifies the following on behalf of PORTLAND DEVELOPMENT COMMISSION:

1. Portland Development Commission is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Portland Development Commission's U.S. employer identification number is (b) (4);
3. Portland Development Commission's office address is: 1120 S.W. Fifth Avenue, Suite 1100, Portland, OR 97204.

I understand that this certification may be disclosed to the Internal Revenue Service by the buyer and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Portland Development Commission.

PORTLAND DEVELOPMENT COMMISSION

By: Janet S. Burreson
Janet S. Burreson

Its: Executive Director

Date: 3-23-94

St Johns Bargain Sale Option Agreement



Conserving Land
for People

RECEIVED

DEC 07 1994

PORTLAND DEVELOPMENT
COMMISSION

CC: CKL
SBA
file

December 7, 1994

Ms. Connie Lively
Portland Development Commission
1120 SW Fifth Ave.
Suite 1100
Portland, OR 97204

Re: Willamette Greenway - St. Johns Riverfront Site

Dear Connie:

Enclosed are two signed originals of the new Bargain Sale Option Agreement for the St. Johns site. Also, there are originals of the Memorandum and the Non-Foreign Affidavit.


Your last note indicated that you had better copies of Exhibits A (legal description) and A-1 (map) to attach so I have left those off.

Please attach the new exhibits and have all originals of these documents executed and notarized. I have the option payment check ready and will exchange that for one fully signed set of documents as soon as I hear from you. Perhaps I can then take you up on your offer of celebratory latte.

We will arrange to have the Memorandum recorded.

Please call if you have questions. As always, thank you for the assistance and cooperation.

Best regards,


Jim Desmond
Project Manager

The Trust for Public Land
Oregon Field Office
1211 SW Sixth Avenue
Portland, OR 97204

(503) 228-6620
Fax (503) 228-4529

0046679
COP/EPA 104(e)

BARGAIN SALE OPTION AGREEMENT

This is an Agreement dated as of December 5, 1994, between PORTLAND DEVELOPMENT COMMISSION, a municipal corporation ("Seller"), and THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

Portland Development
Commission
1120 SW Fifth Ave
Suite 1100
Portland, OR 97204
Attn: S. Bruce Allen
Tel: (503) 823-3357

BUYER:

The Trust for Public Land
Smith Tower
506 Second Ave., Suite 1510
Seattle, WA 98104
Attn: Tom Tyner
Tel: (206) 587-2447
FAX: (206) 382-3414

Copies of any notice to Buyer
should also be sent to:

Oregon Field Office
1211 SW Sixth Avenue
Portland, OR 97204
Attn: Jim Desmond
Tel: (503) 228-6620
Fax: (503) 228-4529

B. Seller is the owner of certain real property in Multnomah County, Oregon described in Exhibit A and outlined in Exhibit A-1 attached hereto and incorporated herein by this reference.

Said real property, together with any and all improvements, fixtures, timber, water and minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, grazing rights, access rights and mineral rights, shall be referred to in this Agreement as the "Subject Property."

0046680
COP/EPA 104(e)

C. Seller and Buyer entered into that certain Bargain Sale Option Agreement dated as of March 31, 1994 (the "Previous Agreement") wherein Seller granted to Buyer an option to purchase the Subject Property. The Previous Agreement has expired, and has no further force or effect. Buyer did not exercise its option under the Previous Agreement, and has no rights to or interest in the Subject Property. All Option Consideration paid by Buyer to Seller under the Previous Agreement has been forfeited by Buyer, and shall be retained by Seller as consideration for having granted Buyer the Option under the Previous Agreement. Likewise, Seller shall have no obligation to reimburse Buyer for any costs or expenses, including costs of appraisals, incurred by Buyer in connection with the Previous Agreement.

D. Seller and Buyer wish to enter into a new agreement regarding the Subject Property.

E. It is the mutual intention of Seller and Buyer that the Subject Property be preserved and used eventually for public, open space and recreational purposes. However this intention shall not be construed as a covenant or condition to this Agreement. Buyer makes no representation that any efforts it may undertake to secure the eventual government acquisition of the Subject Property will be successful.

F. Seller acknowledges that Buyer is entering into this Agreement in its own right and that Buyer is not an agent of any governmental agency or entity.

G. Seller acknowledges that upon acquisition of the Subject Property Buyer shall be free to use and dispose of the Subject Property in any manner Buyer deems appropriate and that Buyer may sell the Subject Property for any price Buyer deems appropriate to any subsequent buyer provided that the proceeds of any such sale be devoted to Buyer's charitable purposes.

H. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic and recreational lands. Buyer is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended from time to time, the "Code") and is included in the "Cumulative List of Organizations" described in Section 170(c) of the Internal Revenue Code published by the Internal Revenue Service. Buyer is not a private foundation within the meaning of Section 509(a) of the Code.

THE PARTIES AGREE AS FOLLOWS:

1. Option. In consideration of the payment by Buyer to Seller of Ten Thousand Five Hundred Dollars (\$10,500) and other good and valuable consideration, the receipt and sufficiency of which are

0046681
COP/EPA 104(e)

hereby acknowledged, Seller grants to Buyer an exclusive and irrevocable option to purchase the Subject Property on the terms and conditions set forth in this Agreement (the "Option"). The amount set forth above and paid by Buyer to Seller shall be nonrefundable (absent a breach or failure to perform under this Agreement by Seller), and shall not be applied to the Purchase Price if Buyer elects to exercise its Option and acquire the Subject Property.

2. Term. The Option shall be effective as of the date hereof (the "Effective Date") and shall expire March 31, 1995 (the "Initial Option Term"). After the Initial Option Term, Buyer may extend the term of the Option for an additional period from April 1, 1995 to December 1, 1995 (the "Extension Term") by so notifying Seller and paying to Seller the amounts set forth below:

(a) Beginning April 1, 1995, and continuing monthly thereafter until Buyer's purchase of the Subject Property is completed or this Agreement otherwise terminates, Buyer shall pay to Seller One Thousand Three Hundred Seventy-Five Dollars (\$1,375.00), payable on the first day of each month (the "Maintenance Payments"). Amounts paid by Buyer to Seller as Maintenance Payments shall be nonrefundable and shall not be applied to the Purchase Price if Buyer exercises its Option to purchase the Subject Property.

(b) Beginning thirty (30) days following the first election date for metropolitan Portland in 1995 or beginning July 1, 1995, whichever is earlier, and continuing monthly thereafter, Buyer will pay Seller the additional amount of Five Thousand Dollars (\$5,000.00), payable on the first day of each applicable month (the "Additional Option Consideration"). Amounts paid by Buyer to Seller as Additional Option Consideration shall be nonrefundable (absent a breach or failure to perform under this Agreement by Seller) but shall be applied to the Purchase Price if Buyer exercises its Option to purchase the Subject Property.

3. Exercise. In the event Buyer elects to exercise the Option as to the Subject Property it shall do so by notifying Seller in writing within the term specified in Section 2. Such notice shall be deemed timely if it is transmitted by facsimile, deposited in the mail, first class postage prepaid, or delivered personally by courier or Express Mail within the term specified in Section 2.

4. Purchase Terms.

(a) Price. In the event Buyer exercises the Option, as to the Subject Property, Seller shall sell to Buyer and Buyer shall buy from Seller the Subject Property for a purchase price equal to Seven Hundred Eighty-Five Thousand Dollars (\$785,000).

(b) Method of Payment. The Purchase Price shall be payable as follows:

(i) Such amounts as shall have been paid as Additional Option Consideration prior to Buyer's exercise of the Option, by crediting the Additional Option Consideration paid to the Purchase Price; and

(ii) the balance of the Purchase Price in cash on close of escrow.

5. Escrow and Closing. Upon Buyer's exercise of the Option, or at any earlier time as may be convenient, the parties shall open an escrow with Transamerica Title Insurance Co., 555 SW Oak, Portland, Oregon, attention David Aldrich, telephone (503) 222-9931, or such other third party as Buyer and Seller shall jointly appoint to serve as the escrow holder (the "Escrow Holder"), for the purpose of closing the purchase and sale of the Subject Property. Escrow shall close within thirty (30) days of the date on which Buyer exercises the Option, but in no event later than December 29, 1995.

6. Title. Seller shall convey the Subject Property to Buyer or to Buyer's designee by a bargain and sale deed subject only to exceptions Nos. 1-15, 17, 18 and 19 on Escrow Holder's Preliminary Title Report No. M100255H, dated as of May 9, 1994.

Seller shall remove all monetary liens and encumbrances (except any statutory liens for nondelinquent real property taxes) upon the close of escrow.

7. Title Insurance. Seller shall provide Buyer, at Buyer's expense, with an ALTA standard coverage owner's policy of title insurance, in form and substance acceptable to Buyer, in the full amount of the Purchase Price, insuring that title to the Subject Property is vested in Buyer upon close of escrow subject only to the exceptions noted in Section 6.

8. Seller's Preclosing Covenants. Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Subject Property other than leases, contracts, options or agreements that, by their terms, expire or are terminated if Buyer exercises the Option and closes on its acquisition of the Subject Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Subject Property, except that Seller may grant an additional 15 foot easement to the Bureau of Environmental Services (BES) for maintenance of a sewer line currently covered by a 5 foot easement; (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller's actions or omission, including failure to make a required payment; or (d) take or permit any

action that could reduce the value of the Subject Property, including but not limited to cutting or harvesting any timber on the Subject Property.

9. Seller's Representations. Seller represents and warrants that, to the best of its knowledge:

(a) Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller if Seller is not an individual have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title and interest in and to the Subject Property in accordance with this Agreement.

(b) The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.

(c) Except for the sewer easement noted in Section 8 of this Agreement, no one other than Seller will be in possession of any portion of the Subject Property at the close of escrow.

(d) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property, or any portion thereof, or pending or threatened against Seller which could affect Seller's title to the Subject Property, or any portion thereof, affect the value of the Subject Property, or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.

(e) There are no:

(i) Intended public improvements or private rights which will result in the creation of any liens upon the Subject Property or any portion thereof.

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Subject Property or any portion thereof.

(iii) Actual or impending mechanics liens against the Subject Property or any portion thereof.

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Subject Property or in the vicinity of the Subject Property or in ground or surface waters associated with the Subject Property may have a material affect on the value of the Subject Property or subject the owner of the Subject Property to potential liabilities under environmental laws.

0046684
COP/EPA 104(e)

(f) There is no lease, license, permit, option or right of first refusal which affects the Subject Property or any portion thereof which will not be terminated by closing.

(g) Seller has no knowledge of any facts surrounding the condition of the Subject Property as related to hazardous substances or other matters that could pose a hazard to human health or the environment that are contrary or in addition to the discussion and conclusions stated in the Level II Environmental Site Assessment prepared by Sweet-Edwards/Emcon, Inc. and dated March 15, 1989. Seller is transferring the Subject Property on an as-is basis.

(h) neither the grant nor the exercise of the Option will constitute a breach or default under any agreement to which Seller is bound and/or to which the Subject Property is subject.

Each of the above representations and warranties is material and is relied upon by Buyer. Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations and warranties, Seller shall immediately give notice to Buyer of those facts and information. Buyer may thereafter elect to terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property. Buyer's election in this regard shall not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

10. Written Assurances and Other Documents. Buyer will, at its own expense, obtain and provide to Seller, within sixty (60) days of the first election of 1995, but in no event later than September 1, 1995 (if Buyer has extended the expiration of the Option term as provided in Section 2 hereof), an update to the March 15, 1989 Level II Environmental Site Assessment from Sweet-Edwards/Emcon, Inc.

11. Remedies Upon Default. In the event either party defaults in the performance of any of its obligations under this Agreement, the nondefaulting party shall have any and all remedies provided in this Agreement or by law or equity.

12. Right to Inspect Subject Property. During the term of this Agreement, Buyer through its employees and agents and solely at its own expense, may enter upon the Subject Property for the purpose of making inspections and investigations as Buyer deems appropriate, including, without limitation, making an environmental

assessment of the soils, waters and improvements on the Subject Property. Buyer's right to inspect the Subject Property is subject to the following:

(a) Buyer will indemnify and hold Seller harmless from and against all damages, costs, claims or expenses incurred by or brought against Seller which are caused by Buyer's activities on the Subject Property during any inspection by Buyer, its agents or employees;

(b) Buyer will restore the Subject Property to the condition in which it existed immediately prior to any inspection by Buyer, its agents or employees;

(c) All inspections and related testing will be done by duly licensed and appropriately bonded contractors in accordance with all applicable laws and regulations;

(d) Buyer will notify Seller at least 48 hours in advance of any inspection and will provide Seller with information regarding the nature and extent of the inspection and any related testing;

(e) Buyer will provide copies of the results of any inspection and related testing of the Subject Property to Seller;

(f) Neither Buyer nor Seller will be deemed to have incurred any responsibility as a result of such inspections and related testing to take remedial actions in response to the results of any such inspection or related testing.

Should the Buyer determine, in its sole discretion, based on its investigation of the Subject Property, that the environmental conditions on the Subject Property are unacceptable to Buyer, Buyer shall so notify Seller. Buyer may thereafter elect to terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property.

13. Risk of Loss. All risk of loss shall remain with Seller until closing. In the event the Subject Property is destroyed or damaged after Buyer has exercised the Option and prior to close of escrow, Buyer may rescind this Agreement and be refunded the Option Consideration.

14. Condemnation. In the event of the taking of all or any part of the Subject Property by eminent domain proceedings, or the commencement of such proceedings prior to closing, Buyer shall have the right, at its election, to terminate this Agreement by written notice to Seller, in which case Seller shall promptly refund to Buyer the Option Consideration. If Buyer does not so terminate the Agreement, then Buyer may, at its election, either (a) proceed to close with the Purchase Price reduced by the total of any awards or

other proceeds received or to be received by Seller as a result of such proceedings, or (b) proceed to close with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds. Seller shall notify Buyer in writing of any eminent domain proceedings affecting the Subject Property within five (5) days after Seller learns of such proceedings.

15. Prorations and Fees. Real property taxes on the Subject Property shall be prorated as of the close of escrow based upon the latest available tax bill. The escrow fee shall be divided equally between the parties. Any documentary tax or real property transfer tax arising out of the conveyance of the Subject Property shall be paid by Seller. Seller shall be responsible for any compensatory or roll back taxes on the Subject Property arising from the termination of a preferential tax classification of the Subject Property payable as a result of this conveyance. Seller shall pay for the title insurance policy as specified hereinabove except that Buyer shall pay for the additional premium, if any, required for the ALTA extended coverage endorsement. Other fees and charges shall be allocated in accordance with the customary practice of the county in which the Subject Property is located.

16. Statutory Notice. The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations which, in farm or forest zones, may not authorize siting or construction of a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures. (Statutory notice required by ORS 93.040(2)).

17. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered; or if transmitted by facsimile, shall be deemed given when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

18. Legal Costs. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

19. No Broker's Commission. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement.

In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party against whom the claim is asserted will indemnify and hold the other party harmless from said claim.

20. Time of the Essence. Time is of the essence of this Agreement.

21. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest.

22. Memorandum of Option. Concurrently with the signing of the Agreement the parties shall sign a Memorandum of Option in form of Exhibit B which is attached to this Agreement and incorporated herein by this reference. Buyer shall cause the Memorandum of Option to be recorded. In the event Buyer does not exercise the Option within the term of this Agreement, Buyer shall, if requested to do so by Seller, deliver upon demand a quitclaim deed in a form suitable for recordation covering the Subject Property so as to eliminate any cloud on Seller's title to the Subject Property.

23. Additional Documents. Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

24. Non-Foreign Certificate. Concurrently with the execution of this Agreement, Seller shall execute a Non-Foreign Certificate in the form of Exhibit C attached hereto, and shall deliver such certificate to Buyer. Seller acknowledges that if Seller is unable to certify that it is not a "foreign person", Buyer may be required to withhold a portion of the Purchase Price at closing for U.S. income tax purposes.

25. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

26. Assignment of Buyer's Interest. The parties hereto agree that the Buyer may assign its interest in this Agreement to an organization or entity that is a qualified organization at the time of transfer under Section 170(h) of the Code, and the applicable regulations promulgated thereunder.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

28. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

29. No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Subject Property, placing any deeds of trust on the Subject Property and delivery of money and documents in the escrow), shall not merge with transfer of title but shall remain in effect until fulfilled.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

31. Confidentiality. The parties hereto agree that the terms of this Agreement, including but not limited to the Purchase Price, shall remain confidential, and that, unless required to do so by the law as determined in the sole discretion of Seller's legal counsel, the parties shall not disclose the terms or provide copies of this Agreement to other than the parties or their respective attorneys, employees or representatives without the consent of the parties hereto. Notwithstanding the foregoing, Buyer agrees that Seller may disclose the terms hereof to its Board of Commissioners. Buyer acknowledges that the meetings of Seller's Board of Commissioners are open to the public and as such, it may not be possible to keep confidential the terms hereof.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

SELLER:

PORTLAND DEVELOPMENT
COMMISSION, a municipal
corporation

BUYER:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public
benefit corporation

By: Janet S. Burreson
Janet S. Burreson
Its: Executive Director

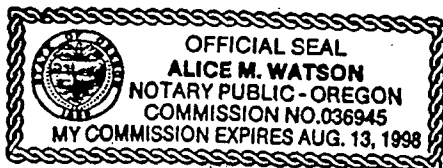
Date: 12/19/94

By: [Signature]
Its: Vice Pres.

Date: 12/5/94

State of Oregon)
County of Multnomah) ss.

On this 19th day of December, 1994, before me
Alice M. Watson, the undersigned Notary Public in and
for the state of Oregon, personally appeared Janet S. Burreson
, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person who executed the
within instrument as Executive Director, on
behalf of Portland Development Commission, a municipal corporation
therein named and acknowledged to me that the municipality executed
said instrument as its free and voluntary act and deed for the
purposes therein mentioned, and on oath stated that she was
authorized to so execute said instrument.



Alice M. Watson
Notary Public in and for the State
of Oregon,
Residing at Portland, Oregon
My commission expires August 13, 1998.

State of Washington)

County of King)

) ss.

On this 5TH day of DECEMBER, 19 94, before me
MARY L ROLSTON, the undersigned Notary Public in and for
the state of Washington, personally appeared CRAIG LEE
_____, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person who executed the
within instrument as VICE PRESIDENT & REGIONAL MANAGER, on
behalf of The Trust for Public Land, the corporation therein named
and acknowledged to me that the corporation executed said
instrument as its free and voluntary act and deed for the purposes
therein mentioned, and on oath stated that he was authorized to so
execute said instrument.



Mary L. Rolston
Notary Public in and for the State
of Washington,
Residing at Seattle
My commission expires 5-18-98.

0046691
COP/EPA 104(e)

EXHIBIT A

Description:

AMENDED

A tract of land located in the Southeast quarter and the Southwest quarter of Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

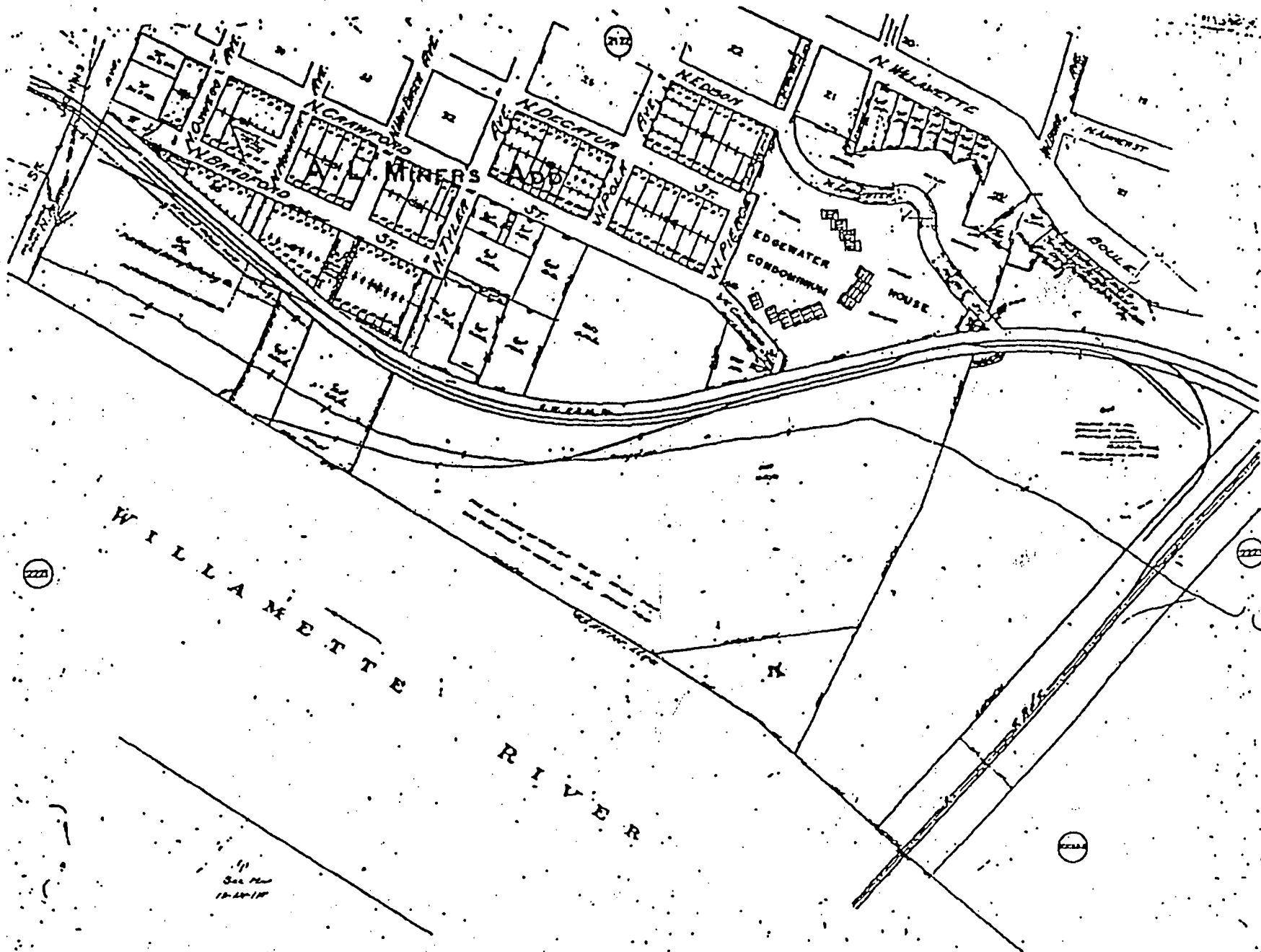
Beginning at the intersection of the Westerly line of N. Richmond Avenue extended Southerly and the North Harbor Line of the Willamette River (Between Harbor Line Point 29 and Harbor Line Point 27); thence along the West line of said N. Richmond Avenue and its Southerly extension North 26° 08' 27" East 397.36 feet to a point on the East line of Block 1 of the Plat of Town of St. Johns; thence at a right angle to said Block 1 South 63° 51' 33" East 30.00 feet along the South line of that land conveyed to Manufacturing Management, Inc., by Deed recorded January 29, 1988 in Book 2076, page 1748, Deed Records; thence along the East line of said Manufacturing Management tract North 26° 08' 27" East 100.00 feet to the Northeast corner of said Manufacturing Management tract; thence South 55° 27' 42" East 47.25 feet to a point on the East line of said N. Richmond Avenue at the intersection of the South line of the Oregon-Washington Railroad and Navigation Company right of way; thence along the South line of said railroad right of way South 47° 35' 45" East 729.86 feet to a point of curvature; thence 1196.73 feet along the arc of a 1303.57 foot radius curve to the left through a central angle 52° 36' 00" (the long chord of which bears South 73° 53' 45" East 1155.15 feet) to a point of tangency; thence North 79° 48' 15" East 640.99 feet to a point of curvature; thence 178.94 feet along the arc of a 1402.69 foot radius curve to the right through a central angle of 07° 18' 32" (the long chord of which bears North 83° 27' 31" East 178.81 feet) to a point on Edgewater Street as described in Book 680, Page 270, Deed Records; thence South 21° 00' 48" West 42.00 feet; thence North 81° 32' 48" East 54.31 feet; thence North 73° 21' 48" East 24.50 feet to a point of curvature; thence 40.15 feet along the arc of a 46.00 foot radius curve to the left through a central angle of 50° 00' 27" (the long chord of which bears North 48° 21' 34" East 38.89 feet) to the non-radial intersections of a 1402.69 foot radius curve being the Southerly line of said Railroad; thence along the South line of said Railroad 604.77 feet along the arc of said 1402.69 foot radius curve to the right through a central angle of 24° 42' 12" (the long chord of which bears South 76° 48' 32" East 600.10 feet) to the West line of the Burlington Northern, Inc. right of way; thence along the said West right of way South 42° 01' 16" West 1500.80 feet to the intersection of the said North Harbor Line of the Willamette River; thence along said North Harbor Line North 49° 40' 09" West 452.97 feet; thence continuing along the said North Harbor Line North 59° 17' 10" West 2405.67 feet to the point of beginning.

ALSO A TRACT of land as follows:

Beginning at the intersection of the West line of Burlington Northern, Inc. Railroad and the Northerly line of the Oregon-Washington Railroad and Navigation Company right of way, said intersection is non-radial to a 1462.67 foot radius curve (the radius point bears South 26° 14' 12" West); thence 717.00 feet along the arc of said 1462.69 foot radius curve to the left through a central angle of 28° 05' 10" (the long chord of which bears South 77° 48' 23" East 709.85 feet) to a point of intersection with the Northerly extension to the East line of a tract of land conveyed to the Port of Portland by Deed recorded September 18, 1903 in Book 310, Page 251, Deed Records; thence North 21° 00' 48" East 208.10 feet, more or less, to the most Westerly corner of the Ketrenos tract described in Deed recorded March 15, 1963 in Deed Book 2158, Page 447; thence South 68° 59' 12" East 73.69 feet; thence North 37° 48' 46" East 50.00 feet to a point on the Southwesterly line of the Deed to David Callison recorded January 18, 1994 in Fee No. 94009044; thence along the South and East lines of the Callison tract; thence South 52° 11' 14" East 64.75 feet; thence North 50° 48' 46" East 82.31 feet to the intersection of the Southerly line of N. Willamette Blvd.; thence along the said Southerly line of N. Willamette Blvd. the following courses and distances: South 52° 11' 14" East 249.92 feet; thence South 74° 07' 59" East 159.61 feet; thence North 87° 05' 01" East 171.87 feet; thence South 65° 38' 59" East 35.64 feet to the intersection of the West line of said Burlington-Northern right of way; thence along the said West right of way line South 42° 01' 15" West 224.48 feet to the point of beginning.

EXCEPTING THEREFROM that portion of N. Edgewater Street being located as follows:

Beginning at the intersection of the West line of the above described tract and the West line of said N. Edgewater Street, said intersection bears North 21° 00' 48" East 48.10 feet from the Northerly line of the Oregon-Washington Railroad and Navigation Company right of way; thence from the point of beginning for said N. Edgewater Street North 21° 00' 48" East 33.31 feet to the line of said N. Edgewater Street; thence along the said line South 43° 14' 12" East 104.62 feet to a point of non-radial intersection of a 1462.69 foot radius curve (the radius point of which bears South 02° 06' 07" West) also being the Northerly line of said Railroad right of way; thence along the Northerly line of said Railroad right of way 42.07 feet along the arc of said 1462.69 foot radius curve to the left through a central angle of 01° 38' 53" (the long chord of which bears North 88° 43' 19" West 42.07 feet) to the West line of said N. Edgewater Street; thence along the Westerly line of said N. Edgewater Street North 43° 14' 12" West 60.65 feet to the point of beginning. Subject to the right, title and interest of the State of Oregon in and to any portion lying below the low water mark of the Willamette River.



When recorded mail to:

THE TRUST FOR PUBLIC LAND
506 Second Avenue
Suite 1510
Seattle, WA 98104
Attn: Tom Tyner

MEMORANDUM OF OPTION

This is a memorandum of a certain Option Agreement dated as of December 5, 1994, between PORTLAND DEVELOPMENT COMMISSION, a municipal corporation ("Seller"), and THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("Buyer"). By said Option Agreement Seller has granted to Buyer an exclusive option to purchase that certain real property in Multnomah County, Oregon, described in Exhibit A attached hereto and incorporated herein by this reference.

Said option extends from the date of the Option Agreement through and including April 1, 1995.

Portland Development Commission

By: Janet S. Burreson
Janet S. Burreson
Its: Executive Director

Date: 12/19/94

State of Oregon)
County of Multnomah) ss.

On this 19th day of December, 1994, before me Alice M. Watson, the undersigned Notary Public in and for the state of Oregon, personally appeared Janet S. Burreson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Executive Director, on behalf of Portland Development Commission, a municipal corporation therein named and acknowledged to me that the municipality executed said instrument as its free and voluntary act and deed for the purposes therein mentioned, and on oath stated that he was authorized to so execute said instrument.



Alice M. Watson
Notary Public in and for the State
of Oregon,
Residing at Portland, Oregon.
My commission expires August 13, 1998.

0046695
COP/EPA 104(e)

NON-FOREIGN-CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform the buyer that withholding of tax is not required upon the disposition of a U.S. real property interest by Portland Development Commission, a municipal corporation, the undersigned hereby certifies the following on behalf of the PORTLAND DEVELOPMENT COMMISSION:

1. Portland Development Commission is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Portland Development Commission 's U.S. employer identification number is (b) (4); and
3. Portland Development Commission 's office address is:

1120 SW 5th Ave., #1100

Portland, OR 97204

I understand that this certification may be disclosed to the Internal Revenue Service by the buyer and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Portland Development Commission.

PORTLAND DEVELOPMENT COMMISSION

By: Janet Benson

Its: Executive Director

Date: December 19, 1994

FIRST AMENDMENT TO OPTION AGREEMENT

This First Amendment to Bargain Sale Option Agreement is made as of the 17th day of October, 1995, by and between Portland Development Commission, a municipal corporation ("Seller"), and The Trust for Public Land, a California nonprofit public benefit corporation ("Buyer").

RECITALS

A. Seller and Buyer entered into that certain Bargain Sale Option Agreement dated as of December 5, 1994 (the "Agreement"), affecting certain real property located in Multnomah County, Oregon, as more fully described in that certain Memorandum of Option recorded in the official records of Multnomah County, Oregon on April 14, 1994 under Auditor's number 94-059365.

B. Seller and Buyer wish to amend the Agreement to extend the term of the Option granted to Buyer in the Agreement for a period of sixty (60) days, and to continue the Agreement unchanged in all other respects.

AGREEMENT

Therefore, in consideration of the Agreement and the mutual promises made by the parties therein, and the mutual benefits to the parties thereunder, Seller and Buyer hereby agree as follows:

1. The date "December 1, 1995" is deleted from the first paragraph of Section 2 of the Agreement, and the date "January 30, 1996" is hereby inserted in its place.

2. The date "December 29, 1995" is deleted from the last sentence of Section 5 of the Agreement and the date "February 28, 1996" is hereby inserted in its place.

Except as provided herein, all terms and conditions of the Agreement remain unchanged, and are hereby ratified and confirmed by the undersigned parties.

SELLER:

PORTLAND DEVELOPMENT
COMMISSION, a municipal
corporation

By: Janet Byrnes

Title: Executive Director

Date: 10/26/95

BUYER:

THE TRUST FOR PUBLIC LAND,
a California nonprofit public
benefit corporation

By: Thomas E. Jyren

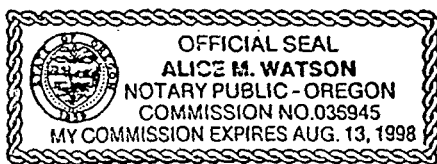
Title: REGIONAL COUNSEL

Date: 10/17/95

0046697
COP/EPA 104(e)

State of Oregon)
County of Multnomah) ss.

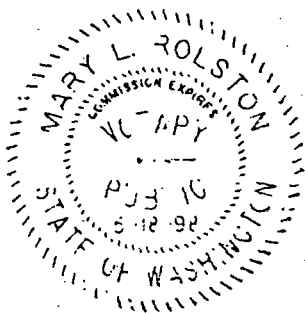
On this 30th day of October, 1995, before me Alice M. Watson, the undersigned Notary Public in and for the state of Oregon, personally appeared Janet Burreson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Executive Director, on behalf of Portland Development Commission, a municipal corporation therein named and acknowledged to me that the municipality executed said instrument as its free and voluntary act and deed for the purposes therein mentioned, and on oath stated that she/he was authorized to so execute said instrument.



Alice M. Watson
Notary Public in and for the State
of Oregon,
Residing at Portland, Oregon.
My commission expires 8-13-98.

State of Washington)
County of King) ss.

On this 17th day of OCTOBER, 1995, before me MARY L. ROLSTON, the undersigned Notary Public in and for the state of Washington, personally appeared THOMAS E. TIER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as REGIONAL COUNSEL, on behalf of The Trust for Public Land, the corporation therein named and acknowledged to me that the corporation executed said instrument as its free and voluntary act and deed for the purposes therein mentioned, and on oath stated that he was authorized to so execute said instrument.



Mary L. Rolston
Notary Public in and for the State
of Washington, Seattle.
Residing at Seattle.
My commission expires 5-12-98.

0046698
COP/EPA 104(e)

SBA

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

DATE: December 21, 1994

TO: The Commissioners

FROM: Janet S. Burreson

REPORT NO.: 94-134

SUBJECT: **St. Johns Riverfront Property - Purchase Option Agreement with Trust for Public Land**

Staff has been working hard to sell the remaining St. Johns riverfront property acquired by the Portland Development Commission in 1980. Three sites totaling 20 acres have been sold to date. Of these, two were sold within the last year to the Bureau of Environmental Services for a water quality testing lab and a water quality protection facility.

The Executive Director is prepared to sign a purchase option agreement with the Trust for Public Land for the remaining 27 acres of property. The Trust for Public Land is a non-profit, tax exempt organization dedicated to the preservation of open space, scenic and recreational lands. The property, if purchased by the Trust, is slated to become a regional, public recreation facility under the Metro Greenspaces program.

The Metro Greenspaces bond measure is scheduled to be before the voters in Spring 1995. The term of the Option will run until 30 days after the election, with the option to extend until December 1, 1995. Payments to PDC will begin upon execution of the Option.

Formal Commission action is not needed to enter into this Option or close the sale because Commission Resolution No. 3562 granted that authority to the Executive Director, subject to the review and approval of the Commission's Chair and Secretary. Commissioners Ryles and Talton have reviewed and approved the terms of the Option in accordance with the resolution.

0046699
COP/EPA 104(e)

Post-It[®] brand fax transmittal memo 7671 # of pages = 2

| | |
|-----------------|---------------------|
| To: Jim Desmond | From: Connie Lively |
| Co. TPL | Co. PDC |
| Dept. | Phone # 823-3349 |
| Fax # 228-4529 | Fax # 823-3368 |

RECEIVED

JAN 14 1993

PORTLAND DEVELOPMENT
COMMISSION

Oregon

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

Ms. Connie Lively
Project Coordinator
Portland Development Commission
1120 S.W. Fifth Avenue, Suite 1100
Portland, Oregon 97204

cc: Ckl
SBP
file

Re: McCormick & Baxter Creosoting site

Dear Ms. Lively:

It is my understanding that PDC is in the process of selling its property at the foot of North Edgewater Street, located to the northwest of the former McCormick & Baxter Creosoting site. It is also my understanding that both PDC and the buyer are seeking assurances from the Department of Environmental Quality regarding responsibility for cleanup of environmental contamination related to the McCormick & Baxter site.

Creosote oils from a former waste pond in the west corner of the McCormick & Baxter site have migrated under the Burlington Northern Railroad tracks. Contamination has been observed as periodic seeps along a short section of Willamette River shoreline which is part of the PDC property, and as a larger area of sediment contamination extending from the shoreline out toward the river channel. DEQ is currently conducting "interim remedial action measures", which include measures to reduce or eliminate discharge of creosote to the Willamette River.

DEQ has developed cleanup options for the McCormick & Baxter site which address sediment contamination resulting from releases of wood treating chemicals to the soil and river. DEQ sediment cleanup options range from no action to extensive dredging and capping. All options consider sediment contamination on the PDC property as part of the McCormick & Baxter "site".

The McCormick & Baxter site has been proposed for inclusion on EPA's National Priority List. Listing would make it a "Superfund" site, and may make federal monies available for cleanup. However, funding and cleanup option selection issues can not be resolved until Superfund listing occurs and technical, administrative and financial agreements are reached between DEQ and EPA. Listing is expected in early 1994.

In any case, DEQ will not pursue the seller or the buyer of the PDC North Edgewater property for legal or equitable relief related to any migration or related problems caused by or resulting from any activities on the McCormick



311 SW Sixth Avenue
Portland, OR 97204-1390
(503) 229-5696
TDD (503) 229-6993
DEQ-1

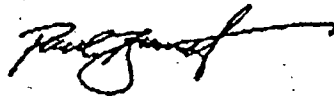
0046700
COP/EPA 104(e)

Ms. Connie Lively
January 13, 1994
Page 2

& Baxter site. However, DEQ may require access to the property for purposes of monitoring and remediation, and may require certain limitations of use pending cleanup.

Please let me know if you have further concerns or questions regarding this project.

Sincerely,



Paul Burnet
Project Manager

cc: Thomas Miller/DEQ
Helen Lottridge/DEQ
Larry Edelman/DOJ
Chip Humphrey/EPA OOO

0046701
COP/EPA 104(e)

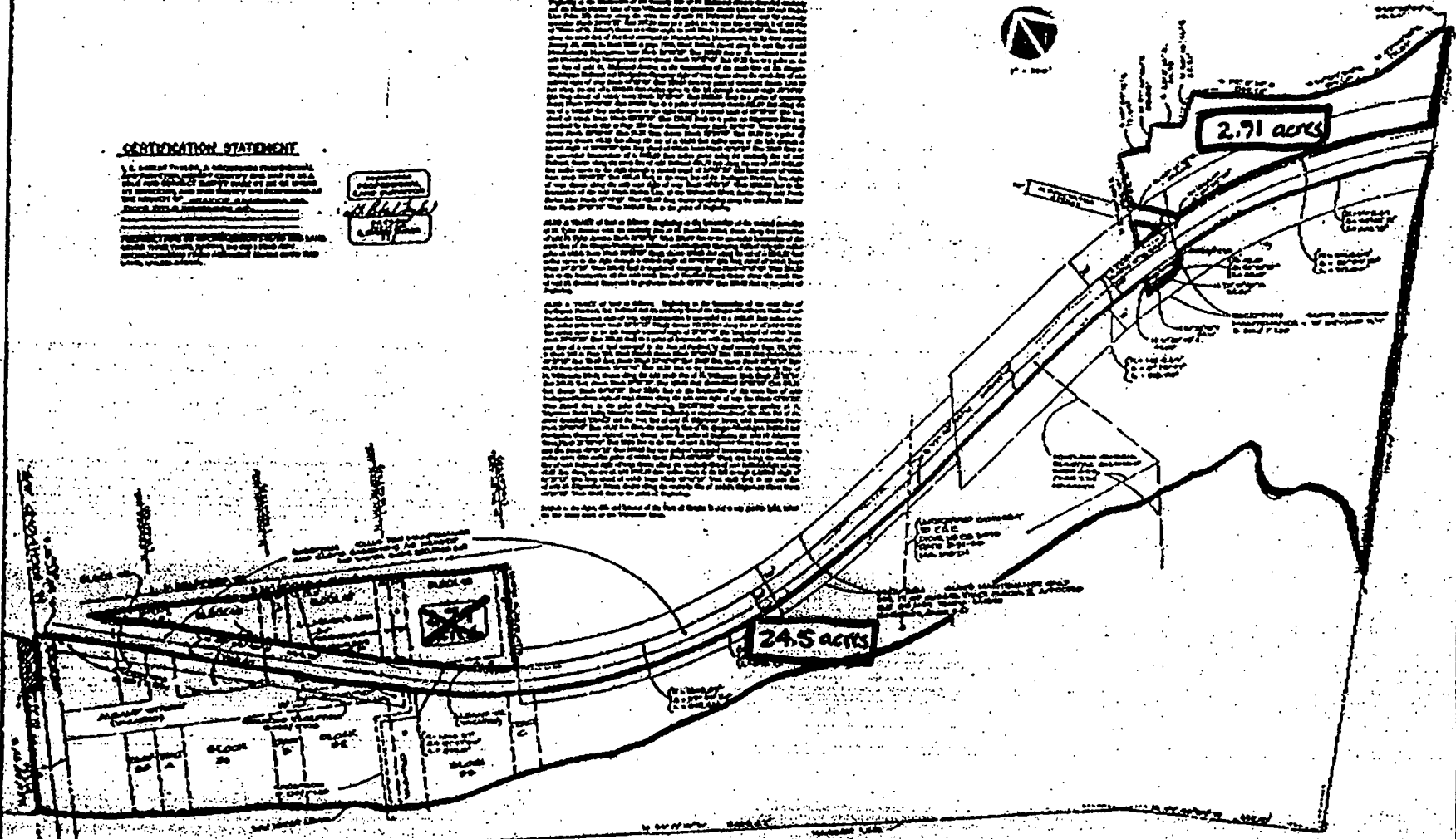
[illegible]

RECEIVED
FEBRUARY 1964
U.S. DEPARTMENT OF
COMMERCE
BUREAU OF ECONOMIC ANALYSIS
WASHINGTON, D.C.

A one of last tested by the FBI and the FBI of Boston 25, Thursday 7 June, 1964
in time, afternoon, Boston, City of Boston, Massachusetts, Boston, and being most
generally shipping in Boston

[illegible][illegible][illegible]

Source is the Agent, Clerk and Treasurer of the Board of Directors of the City of New York, who is the owner of the property.



ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

一、

1890

ST. JOHNS COMMUNICATIONS PARK
GRAYCO RESOURCES, INC.

POSTING OFFICER

WILSEY & HAM
 EYE MEASURING AND PLACING SERVICES
 Adult Instruments • Lens Equipment • Prescription
 1009 S. Mt. Columbia Street
 Portland, Oregon 97201
 (503) 277-0455

0046702
COP/EPA 104(e)

From: FATHER: : LMS 25-FEB 1993 09:52:26.37
To: CKL
CC: LMS, SBA, CFS, MARC
Subj: 7-acre St. Johns site

I have reviewed the 1988 environmental report provided by Sweet/Edwards for the 7-acre St. Johns site.

The report indicates some contaminants are present. The report does not indicate which specific contaminants are present. The oil and grease components are up to 500 ppm. This does not indicate if this is gasoline, diesel or oil. This needs to be specific.

The TOX (Total Organic Halides) of 294 ppm does not indicate which constitutes this represents. Some are more hazardous than others.

To determine what the cost of cleanup for this site is will require more investigation.

Recommendations:

1. Development needs to consider the offer that has been made and determine how much effort you want to determine if the price that has been offered is acceptable. You may just want to dump this into the potential purchasers lap.

2. If you want to spend some money to determine the potential environmental risks, let me know and I will help develop some costs and solicite proposals from consultants for the scope of work.

Let me know how you wish to proceed, or call me if you want more information to make this determination.

Liane

**TRANSAMERICA
TITLE INSURANCE COMPANY**

Transamerica Title Insurance
555 S.W. Oak Street, Plaza Level
Portland, Oregon 97204-1752
(503) 222-9931 FAX (503) 228-4276

Portland Development Commission
1120 SW Fifth, #1100
Portland, OR 97204
Attn: Connie Lively
2cc 02-41-00

Portland Development Commission
1120 SW Fifth, #1100
Portland, OR 97204
ATTN: ROB SULLIVAN
2cc 02-41-00

RECEIVED
APR 13 1993

Portland Development Commission

SUPPLEMENTAL PRELIMINARY TITLE REPORT

Dated : April 13, 1993
Escrow Officer:
Escrow Number :
Title Officer : David Aldrich
Title Number : 1219143H

Parties : PORTLAND DEVELOPMENT
COMMISSION
Prop. Add:

ALTA Owners Std. Coverage : \$ Premium: \$
A consolidated statement of all charges, credits, and advances, if
any, in connection with this order will be provided at closing.

Effective April 2, 1993 at 8:00 A.M., title to the land described herein
is vested in:

CITY OF PORTLAND, acting by and through the PORTLAND
DEVELOPMENT COMMISSION.

THIS PAGE WAS NOT
TAGGED, I ADDED
IT TO IDENTIFY
WHAT DOCUMENT
THE FOLLOWING PAGES

WERE FROM
MTT



Reliance
A Reliance Group Holdings Company

0046704
COP/EPA 104(e)

P-02/8-91

We are prepared to issue title insurance in the form and amount shown above subject to the usual printed conditions, stipulations and exclusions from coverage appearing in such policy form and to exceptions as shown herein. This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
6. Taxes, including current year, not assessed because of an exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.
Exemption : Cities and towns

- (A) Account No. R-42580-6020, Tax Lot 8 of River Lots 1 and 2, Map 2121.
 - (B) Account No. R-42580-6900, Fractional Block 7, except Southeasterly 40 feet, Map 2121.
 - (C) Account No. R-42580-6620, Tax Lot 1, Fractional Blocks 6, 7 and A.
7. City liens, if any, of the City of Portland.
(No liens as of February 5, 1993.)
8. Any adverse claim based upon the assertion that:
- (a) Some portion of said land is tide, submerged, or submersible land, or has been created by artificial means or has accreted to such portion so created.
 - (b) Some portion of said land has been brought within the boundaries thereof by a change in the location of the Willamette River.
9. Such rights and easements for navigation, commerce, recreation and fishery which may exist over that portion of said land lying beneath the waters of the Willamette River.
10. Easements for existing public utilities in vacated street areas, and the conditions imposed by vacation ordinances, as follows:
- (A) Ordinance No. 21 of the then City of St. Johns (now in the City of Portland), passed October 5, 1903, (Salem Avenue and that part of Albany Street (formerly Front Street) between Salem Avenue and Burlington Avenue).
 - (B) Ordinance No. 141312 of the City of Portland, a copy of which was recorded February 26, 1976 in Book 1089 at Page 1576 (Pittsburg Avenue).
 - (C) Ordinance No. 150458 of the City of Portland, a copy of which was recorded October 27, 1980 in Book 1479 at Page 1156 (Burlington Avenue).

11. An easement created by instrument, including the terms and provisions thereof,
Dated : October 19, 1910
Recorded : June 20, 1951
Book : 1482
Page : 430
In favor of : City of St. Johns, now the City of Portland
For : Sewer purposes
Location : The Southeasterly 40 feet of Fractional Block 7 and of River Lot 1, James Johns Addition to St. Johns
12. The subject property was incorporated into a neighborhood development project by instruments, including the terms and provisions thereof, and all amendments and modifications thereto,
Recorded : August 1, 1980
Book : 1459
Page : 433 through 524
Project : St. Johns Riverfront Development Urban Renewal Plan
13. Ordinance, including the terms and provisions thereof,
Recorded : March 10, 1982
Book : 1583
Page : 1039
14. An easement created by instrument, including the terms and provisions thereof,
Dated : January 29, 1988
Recorded : January 29, 1988
Book : 2076
Page : 1748
In favor of : Lands to the Southeast
For : Ingress and egress purposes
Location : A portion of vacated Burlington Avenue
15. No liability is assumed if a financing statement is filed in the office of the County Clerk covering fixtures wherein the land is described other than by metes and bounds, the rectangular survey system or by recorded lot and block.

NOTE 1: Personal Property Taxes, if any.

AFTER RECORDING RETURN TO:

METRO
600 N.E. GRAND AVENUE
PORTLAND, OREGON 97232
ATTN: April Olbrich
Tax Statements

THIS INSTRUMENT IS BEING RE-RECORDED TO
CORRECT LEGAL DESCRIPTION, PREVIOUSLY
RECORDED UNDER RECORDER'S FEE #96-30703.

**BARGAIN AND SALE DEED
(STATUTORY FORM)**

THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation, Grantor, conveys to METRO, a municipal corporation, Grantee, the real property situated in Multnomah County, Oregon, described in Exhibit A attached hereto and hereby incorporated by reference.

The said property is free and clear from encumbrances except as shown on Exhibit B attached hereto and incorporated by this reference.

The true and actual consideration for this conveyance is \$854,000.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES DEFINED IN ORS 30.930.

DATED: FEBRUARY 26, 1996.

Recorded in the County of Multnomah, Oregon

C. Swick, Deputy Clerk

Total : 39.00

2000-094874 07/10/2000 02:52:28pm ATESL

| | | | | | |
|-----|---|-------|------|-------|------|
| A31 | 5 | REC | SUR | DOR | OLIS |
| | | 25.00 | 3.00 | 10.00 | 1.00 |

GRANTOR:

THE TRUST FOR PUBLIC LAND

[Signature]

BY:

TITLE: Vice Pres.

State of Washington)

County of KING) ss.

The foregoing instrument was acknowledged before me, the undersigned notary for the state of Washington, on FEBRUARY 26, 1996, by CRAIG LEE, VICE PRESIDENT on behalf of said corporation as its voluntary act and deed.

Thomas E. Tynes
Notary Public for Washington
My Commission Expires:

JUNE 15, 1998

0046708
COP/EPA 104(e)

5

EXHIBIT "A"

A tract of land located in the Southeast quarter and the Southwest quarter of Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the intersection of the Westerly line of N. Richmond Avenue extended Southerly and the North Harbor Line of the Willamette River (Between Harbor Line Point 29 and Harbor Line Point 27); thence along the West line of said N. Richmond Avenue and its Southerly extension North 26° 08' 27" East 397.36 feet to a point on the East line of Block 1 of the Plat of Town of St. Johns; thence at a right angle to said Block 1 South 63° 51' 33" East 30.00 feet along the South line of that land conveyed to Manufacturing Management, Inc., by Deed recorded January 29, 1988 in Book 2076, page 1748, Deed Records; thence along the East line of said Manufacturing Management tract North 26° 08' 27" East 100.00 feet to the Northeast corner of said Manufacturing Management tract; thence South 56° 27' 42" East 47.25 feet to a point on the East line of said N. Richmond Avenue at the intersection of the South line of the Oregon-Washington Railroad and Navigation Company right of way; thence along the South line of said railroad right of way South 47° 35' 45" East 729.86 feet to a point of curvature; thence 1196.73 feet along the arc of a 1303.57 foot radius curve to the left through a central angle 52° 36' 00" (the long chord of which bears South 73° 53' 45" East 1155.15 feet) to a point of tangency; thence North 79° 48' 15" East 640.99 feet to a point of curvature; thence 178.94 feet along the arc of a 1402.69 foot radius curve to the right through a central angle of 07° 18' 32" (the long chord of which bears North 83° 27' 31" East 178.81 feet) to a point on Edgewater Street as described in Book 680, Page 270, Deed Records; thence South 21° 00' 48" West 42.00 feet; thence North 81° 32' 48" East 54.31 feet; thence North 73° 21' 48" East 24.50 feet to a point of curvature; thence 40.15 feet along the arc of a 46.00 foot radius curve to the left through a central angle of 50° 00' 27" (the long chord of which bears North 48° 21' 34" East 38.89 feet) to the non-radial intersections of a 1402.69 foot radius curve being the Southerly line of said Railroad; thence along the South line of said Railroad 604.77 feet along the arc of said 1402.69 foot radius curve to the right through a central angle of 24° 42' 12" (the long chord of which bears South 76° 48' 32" East 600.10 feet) to the West line of the Burlington Northern, Inc. right of way; thence along the said West right of way South 42° 01' 16" West 1500.80 feet to the intersection of the said North Harbor Line of the Willamette River; thence along said North Harbor Line North 49° 40' 09" West 452.97 feet; thence continuing along the said North Harbor Line North 59° 17' 10" West 2405.67 feet to the point of beginning.

ALSO A TRACT of land as follows:

Beginning at the intersection of the West line of Burlington Northern, Inc. Railroad and the Northerly line of the Oregon-Washington Railroad and Navigation Company right of way, said intersection is non-radial to a 1462.67 foot radius curve (the radius point bears South 26° 14' 12" West); thence 717.00 feet along the arc of said 1462.69 foot radius curve to the left through a central angle of 28° 05' 10" (the long chord of which bears North 77° 48' 23" West 709.85 feet) to a point of intersection with the Northerly extension to the East line of a tract of land conveyed to the Port of Portland by Deed recorded September 18, 1903 in Book 310, Page 251, Deed Records; thence North 21° 00' 48" East 208.10 feet, more or less, to the most Westerly corner of the Ketrenos tract described in Deed recorded March 15, 1963 in Deed Book 2158, Page 447; thence South 68° 59' 12" East 73.69 feet; thence North 37° 48' 46" East 50.00 feet to a point on the Southwesterly line of the Deed to David Callison recorded January 18, 1994 in Fee No. 94009044; thence along the South and East lines of the Callison tract; thence South 52° 11' 14" East 64.75 feet; thence North 50° 48' 46" East 82.31 feet to the intersection of the Southerly line of N. Willamette Blvd.; thence along the said Southerly line of N. Willamette Blvd. the following courses and distances: South 52° 11' 14" East 249.92 feet; thence South 74° 07' 59" East 159.61 feet; thence North 87° 05' 01" East 171.87 feet; thence South 65° 38' 59" East 35.64 feet to the intersection of the West line of said Burlington-Northern right of way; thence along the said West right of way line South 42° 01' 15" West 224.48 feet to the point of beginning.

EXCEPTING THEREFROM that portion of N. Edgewater Street being located as follows:

Beginning at the intersection of the West line of the above described tract and the West line of said N. Edgewater Street, said intersection bears North 21° 00' 48" East 48.10 feet from the Northerly line of the Oregon-Washington Railroad and Navigation Company right of way; thence from the point of beginning for said N. Edgewater Street North 21° 00' 48" East 33.31 feet to the line of said N. Edgewater Street; thence along the said line South 43° 14' 12" East 104.62 feet to a point of non-radial intersection of a 1462.69 foot radius curve (the radius point of which bears South 02° 06' 07" West) also being the Northerly line of said Railroad right of way; thence along the Northerly line of said Railroad right of way 42.07 feet along the arc of said 1462.69 foot radius curve to the left through a central angle of 01° 38' 53" (the long chord of which bears North 88° 43' 19" West 42.07 feet) to the West line

of said N. Edgewater Street; thence along the Westerly line of said N. Edgewater Street North 43° 14' 12" West 60.65 feet to the point of beginning. Subject to the right, title and interest of the State of Oregon in and to any portion lying below the low water mark of the Willamette River.

EXHIBIT B

(Special Exceptions to Title)

- 1) Any adverse claim based upon the assertion that:
 - (a) Some portion of said land is tide, submerged, or submersible land, or has been created by artificial means or has accreted to such portion so created.
 - (b) Some portion of said land has been brought within the boundaries thereof by a change in the location of the Willamette River.
- 2) The rights of the public in and to that portion of the herein described property lying within the limits of N. Edgewater Street.
- 3) Rights, title and/or interest acquired by the O.W.R. & N. Company for railroad right of way purposes, pursuant to the following instruments, including the terms and provisions thereof, as follows:
 - (A) dated April 25, 1901, recorded December 19, 1901 Deed Book 286, Page 232
- 4) Easements for slopes, embankments and fills, including the terms and provisions thereof, in favor of the O.W.R. & N. Company, as created by the following instruments:
 - (A) dated July 24, 1901, recorded December 19, 1901 Deed Book 282, Page 321
 - (B) dated April 25, 1901, recorded December 19, 1901 Deed Book 286, Page 232
 - (C) dated August 12, 1901, recorded December 19, 1901 Deed Book 286, Page 249
- 5) An easement created by instrument, including the terms and provisions thereof,

| | |
|-------------|-------------------------------------|
| Dated | : May 15, 1941 |
| Recorded | : July 18, 1941 |
| Book | : 625 |
| Page | : 234 |
| In favor of | : Portland General Electric Company |
| For | : Electric line purposes |

EXHIBIT B

(Special Exceptions to Title, Continued)

- 6) An easement created by instrument, including the terms and provisions thereof,

Dated : June 12, 1946
Recorded : May 9, 1947
Book : 1170
Page : 325
In favor of : City of Portland
For : Sewer purposes

- 7) The subject property was incorporated into a neighborhood development project by instruments, including the terms and provisions thereof, and all amendments and modifications thereto,

Recorded : August 1, 1980
Book : 1459
Page : 433
Project : St. Johns Riverfront Development Urban
Renewal Plan

- 8) An easement created by instrument, including the terms and provisions thereof,

Dated : December 9, 1994
Recorded : December 30, 1994
Book : 94
Page : 187497
In favor of : City of Portland
For : Sewer
Location : Over a portion

5

2

STATE OF OREGON
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

96 FEB 28 PM 2:46

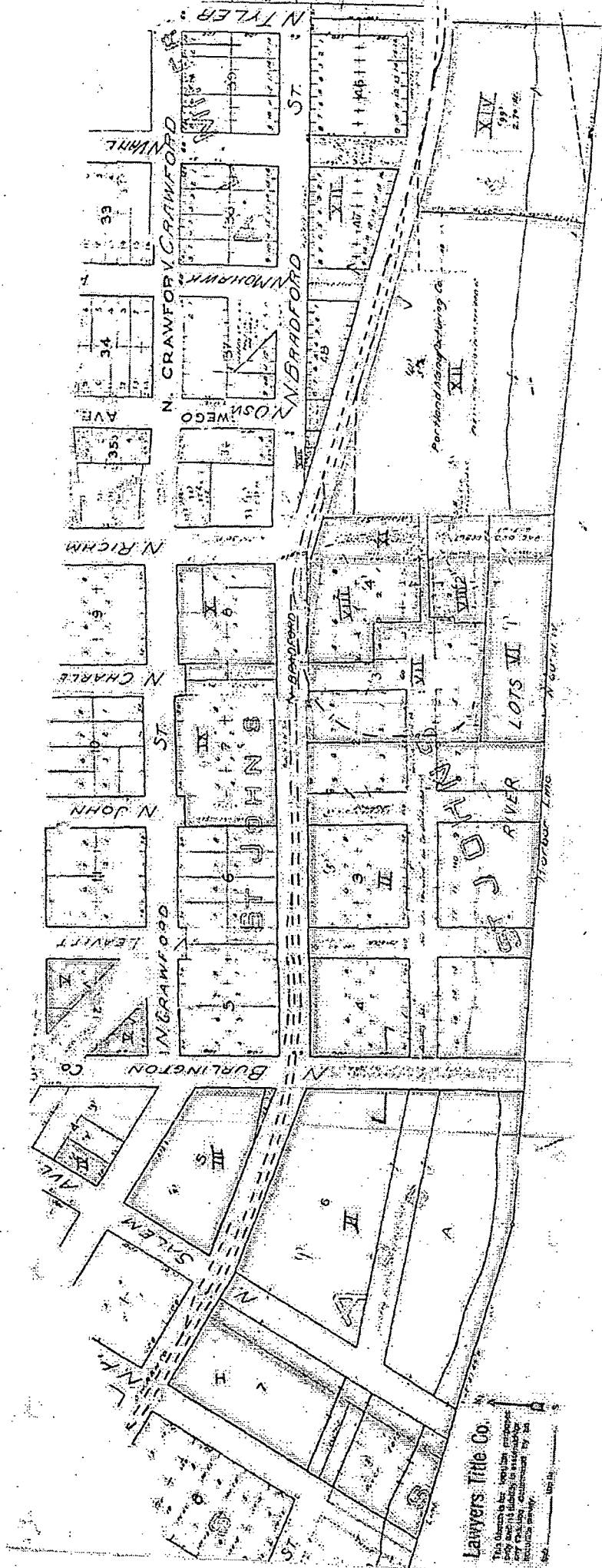
RECORDING SECTION
MULTNOMAH CO. OREGON

Vol / Page
96 30703

Witness my hand and seal of office at said
Recorder of Conveyances
C. Swick
Deputy

25
20

0046712
COP/EPA 104(e)



Lawyers Title Co.

This plat is for the use of the
 State and is subject to the
 provisions of the Act of March 1, 1909,
 Chapter 100, Section 1, which provides
 that the State shall have the right to
 acquire any land owned by an
 individual.

0046512.01
 COP / EPA 104(e)